

DALKO, LLC AGREEMENT FOR RESIDENTIAL SERVICES

ABOUT THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS

DALKO Service(s) will be provided to you and all persons who use the Service and/or DALKO Equipment (“you,” or “your”) on the terms and conditions set forth in this Agreement (the “Agreement”) and any applicable tariffs, service guides, posted policies and procedures, by an operating subsidiary or affiliate of DALKO, LLC providing such service (“DALKO,” “we,” “us” or “our”). For purposes of this Agreement, “affiliate” means any entity that controls, is controlled by or is under common control with DALKO, LLC. Service(s) may include, but are not limited to DALKO Internet service (“Internet”) and other such services as DALKO may determine are ancillary to Internet. You may not modify this Agreement by making any typed, handwritten, or any other changes for any purpose.

Note: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 13 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE OF THIS AGREEMENT

If you use or otherwise indicate your acceptance of the Service(s), you have accepted this Agreement and agree to be bound by its terms.

2. CHARGES AND BILLINGS

- a. Charges, Fees, and Taxes You Must Pay. You agree to pay all charges associated with the Service(s), including, but not limited to, charges for installation, service calls, monthly service, DALKO Equipment (as defined below), purchases or rentals or other services, measured and per-call charges, applicable federal, state, and local taxes and fees (however designated), fees to recoup any municipal, state and federal government fees or assessments on us, permitted fees and cost recovery charges, or any programs in which we participate, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Service(s). YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES, WHETHER IMPOSED ON YOU OR US, THAT BECOME APPLICABLE RETROACTIVELY. We will provide you with notice of applicable pricing contemporaneous with your order and/or activation, including information regarding standard pricing applicable at the end of a promotion via our rate card or other notice. We will provide you with notice of any change in our standard prices or fees or new prices or fees, unless the change in price or new fee is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law.

- b. How We Will Bill You. Unless you are subject to a minimum term, Service(s) are provided to you on a month-to-month basis. You will be billed monthly, in advance, for recurring Service charges, equipment charges, and fees. YOU MUST PAY THE FIRST MONTH'S SERVICE CHARGES, DALKO EQUIPMENT CHARGES, DEPOSITS, ACTIVATION FEES AND INSTALLATION CHARGES ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S). If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply. You should consult our rate card for standard/regular charges. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to outstanding charges in amounts and in the order we determine in our sole discretion.
- c. Third-Party Charges That Are Your Responsibility. You may incur charges with third-party service providers such as for accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet or interactive options on your TV Service that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes.
- d. Alternative Billing Arrangements. We may agree to provide billing services on behalf of third parties. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and such third party.
- e. Payment by Credit Card or Check. Use of any credit card to pay for the Service(s) is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you pay by check, you authorize us to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by us and any such notations shall have no legal effect.
- f. Our Remedies if You Pay Late or Fail to Pay. You may be billed fees, charges, and assessments related to late or non-payments if for any reason we do not receive payment for full amounts billed to you by the due date.

1. Late or Non-Payments:

- For Maryland Residents. YOU WILL BE ASSESSED A LATE FEE OF 10% PER MONTH FOR ANY AMOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT.

2. Fees Not Considered Interest or Penalties: We do not anticipate that you will fail to pay on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you

will pay on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

3. **Collection Costs:** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs. If you change your telephone number or other contact information without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us or our collection agent as a result of any attempt to collect any debt through the telephone number or contact information you provided, including any costs or liabilities associated with misdirected calls.

4. **Suspension/Disconnect:** If you fail to pay the full amount due for any or all charges then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive without a reduction in the fee or charges for the Service(s).

- **g. Reconnection Fees and Related Charges.** If you resume Service(s) after any suspension as described, we may require you to pay additional installation or activation fees. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and applicable law.
- **h. Our Right to Make Credit Inquiries.** YOU AUTHORIZE US TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. We will not discriminate in the application of our credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either us or by third party credit bureaus will be done in conformance with all applicable laws. We reserve the right to make credit inquiries even after having received a deposit from you with respect to our Services(s).
- **i. Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact us within 120 days of the date on the bill or you waive any such disputes or credits.

3. REFUNDABLE DEPOSIT AND REFUNDS

We may require you to pay a refundable deposit when you activate the Service(s), if you add DALKO Equipment and/or Service(s) or if you fail to pay any amounts when they are due. Subject to applicable law your deposit will be credited to your account (without interest unless otherwise required by law) the earlier to occur of: (1) your account remains in good standing for twelve (12) months or (2) upon full disconnection of all Services. Refunds shall be provided within thirty (30) days of Service disconnection and the return of all DALKO Equipment or as otherwise specified by applicable law in an amount equal to the credit balance on your account, if any, minus any amounts due on your account (including without limitation, any amounts owed for the Service(s) or for any DALKO Equipment that is damaged, altered, or not returned).

4. CHARGES TO SERVICES

Subject to applicable law, we have the right to change our Service(s), DALKO Equipment, rates and charges, at any time with or without notice to you. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Service(s), including, but not limited to, content, functionality, hours of availability, equipment requirements, speed, and upstream and downstream rate limitations. We may deliver any notice concerning changes to the Service(s) and our relationship with you, including notice of any change to this Agreement, in any one or more of the following ways, as determined in our sole discretion: (1) by posting it on www.DALKONET.com or any other website about which you have been notified; (2) by mail or hand delivery to your Premises; (3) by e-mail to the e-mail address for your account in our records; or (4) by including the information on or with your bill for Service(s). You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding the Service(s) and this Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail, service texts, and all postings at www.DALKONET.com or any other website about which you have been notified. If any material change negatively affects your Service(s), you have the right to cancel your Service(s). Your continued receipt of the Service(s) for more than 30 days after the change, however, will constitute your acceptance of the change.

5. ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT

- a. Premises. You agree to allow us and our agents the right to enter your property at which the Service(s) and/or DALKO Equipment will be provided (the “Premises”) at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or DALKO Equipment used to receive any of the Service(s). You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if requested, the owner’s name, address, and phone number and/or evidence that the owner has provided such authorization.
- b. Customer Equipment. “Customer Equipment” means software, hardware or services that you elect to use in connection with the Service(s) or DALKO Equipment that is not provided or leased by us. You agree to allow us and our agents the rights to send software and/or “downloads” to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities described in this paragraph. In addition, you agree to supply us or our agents, if we ask, the owner’s name, address and phone number and/or evidence that the owner provided such authorization.

6. MAINTENANCE AND OWNERSHIP OF EQUIPMENT AND SOFTWARE

- a. DALKO Equipment. “DALKO Equipment” means all new or reconditioned equipment that we or our agent provides or leases to you, including, but not limited to, cabling or wiring (except for Inside Wiring) and related electronic devices, modems, routers, and any other hardware and includes all software and programs contained within DALKO Equipment or downloaded to Customer Equipment by us. You expressly agree that you will use the DALKO Equipment exclusively in connection with the Service(s). You agree that except for the wiring installed inside the Premises (“Inside Wiring”), or equipment purchased by you from us, all DALKO Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. We may remove or change the DALKO Equipment at our discretion at any time the Service(s) are active or following the termination of your Service(s). You acknowledge that any addition to, removal of or change to the DALKO Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the DALKO Equipment, or permit any other service provider to use the DALKO Equipment. The DALKO Equipment may only be used in the Premises unless expressly permitted by us. At your request, we may relocate the DALKO Equipment for an additional charge. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE DALKO EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES OR OTHERWISE EXPRESSLY AUTHORIZED BY US, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than us or our agents to service the DALKO Equipment. You are responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the DALKO Equipment to us in an undamaged condition.
- b. Customer Equipment.
 - 0. Responsibility: We have no responsibility for the operation, support, maintenance or repair of any Inside Wiring or Customer Equipment including, but not limited to, Customer Equipment to which we or a third party has sent software or downloads. You agree that by using the Service(s), we, or our authorized agents and equipment manufacturers, are authorized to send code updates to the Customer Equipment, including, but not limited to, modems at any time we determine it is necessary to do so. Such code updates may change, add or remove features or functionality of the Customer Equipment or the Service(s).
 - 1. Non-Recommended Configurations: Customer Equipment that does not meet our minimum technical or other specifications constitutes a “Non-Recommended Configuration”, including, but not limited to, modems not currently certified by us as compatible with Internet; Customer Equipment, including, but not limited to: certain makes or models of alarm and security systems or devices, certain medical monitoring devices, personal emergency alert, and home detention devices. We reserve the right to deny support for the Service(s) and/or terminate Service(s) if you use a Non-Recommended Configuration. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS WARRANTS THAT A NON-RECOMMENDED CONFIGURATION WILL

ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT INSTALLATION, ACCESS, OPERATION OR USE OF A NON-RECOMMENDED CONFIGURATION COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR DALKO EQUIPMENT. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.

2. No Unauthorized Devices or Tampering: You agree not to attach or assist any person to attach any unauthorized device to, or otherwise tamper with, our network, DALKO Equipment or the Service(s) for any purpose, including, but not limited to the unauthorized reception of the Service(s). If you make or assist any person to make any unauthorized connection or modification to or otherwise tamper with DALKO Equipment or the Service(s) or any other part of our network, we may terminate the Service(s) and recover damages resulting from your actions. You also agree that you will not attach anything to the Inside Wiring, DALKO Equipment, or Customer Equipment, whether installed by you or us, which impairs the integrity of our network or degrades our network's signal quality or strength or creates signal leakage. You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the tampering with DALKO Equipment or our network and therefore you agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Service(s) in addition to our cost to replace any altered, damaged, or unreturned DALKO Equipment or other equipment owned by us, including any incidental costs. The unauthorized reception of the Service(s) may result in criminal fines and/or imprisonment.
 - o c. Inside Wiring. You may install Inside Wiring, such as additional cable wiring and outlets, provided that doing so does not interfere with the normal operations of our cable network. If you have us install, repair or maintain Inside Wiring, we will charge you for that service. Regardless of who installed it, the Inside Wiring is your property or the property of whomever owns the Premises. If you do not own the Premises, contact your landlord or building manager about the installation, repair or maintenance of Inside Wiring.
 - o d. End User Software Licenses. Software or applications may be required to use certain features of the Service(s). You agree to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service(s) including, without limitation, the Web Services Terms of Service, as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate and you agree to destroy all versions and copies of all software received by you in connection with the Service(s).
 - o e. Revocable License. The Service(s) and DALKO Equipment, including, but not limited to, any firmware or software embedded in the DALKO Equipment or used to provide the

Service(s), are protected by trademark, copyright, patent and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the DALKO Equipment or used to provide the Service(s). You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

7. USE OF SERVICES

You agree that the Service(s) and the DALKO Equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You are prohibited from reselling or permitting another to resell the Service(s) in whole or in part, or using or permitting another to use the DALKO Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any policy we post applicable to the Service(s). Use of the DALKO Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the DALKO Equipment and/or Service(s) at the Premises or at other locations authorized by us and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies including, but not limited to, our acceptable use and privacy policies. You are liable for all authorized and unauthorized use of the Service(s) and you agree to notify us immediately in writing or by calling **1-800-484-0226** during normal business hours if the DALKO Equipment has been stolen or the Service(s) is used without your authorization. If you fail to notify us in a timely manner, the Service(s) may be terminated without notice and you may incur additional charges.

- For Internet. The acceptable use policies (“AUP”) and other policies concerning Internet are posted at <https://www.DALKONET.com> (or an alternative website if we so notify you). YOU AGREE THAT WE MAY MODIFY THE AUP OR OTHER POLICIES FROM TIME TO TIME WITH OR WITHOUT NOTICE, BY POSTING A NEW VERSION OF THE AUP OR OTHER POLICY. YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE AUP AND ALL OTHER POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION. WE RESERVE THE RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS WE DEEM NECESSARY TO PREVENT HARM TO OUR NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICE(S).

8. ASSIGNABILITY

This Agreement and the Service(s) furnished hereunder may not be assigned by you. We may freely assign our rights and obligations under this Agreement with or without notice to you.

9. TERMINATION OF THIS AGREEMENT

- a. Term. Except for those provisions which by their nature survive the termination of this Agreement, this Agreement will be in effect from the time that the Service(s) are

activated until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement. If you self-install DALKO Equipment, Service(s) charges begin the earliest of (1) the day on which you picked up DALKO Equipment at our service center, (2) the day you install the Service(s), (3) the day your order for the Service(s) is entered into our billing system if DALKO Equipment is not required for the Service(s) or (4) five (5) days after the date we ship the DALKO Equipment to you.

- b. Termination by You. Unless your Service(s) are subject to a minimum term agreement, you may terminate this Agreement for any reason at any time by notifying us in one of the following ways: (1) mailing a written notice to our local business office; (2) send an electronic notice to the email address specified on www.DALKONET.com; or (3) calling our customer service [during normal business hours]. Prior to effecting such termination, or any other change to your account, we may verify your identity and confirm your election. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service(s) will accrue until this Agreement has terminated, the Service(s) has been disconnected, and all DALKO Equipment has been returned. Except for non-refundable fees and charges, we will refund all prepaid monthly service fees charged for Service(s) after the date of termination (less any outstanding amounts due us for the Service(s), affiliate services, DALKO Equipment, or other applicable fees and charges).
- c. Suspension and Termination by Us. Subject to applicable law, we reserve the right to act immediately and without notice to terminate or suspend the Service(s) and/or to remove from the Service(s) any information transmitted by or to any users (e.g., email or voicemail). We may take these actions if we: (1) determine that your use of the Service(s) does not conform with the requirements set forth in this Agreement or the AUP, (2) determine that your use of the Service(s) interferes with our ability to provide the Service(s) to you or others, (3) reasonably believe that your use of the Service(s) may violate any laws, regulations, or written and electronic instructions for use, (4) reasonably believe that your use of the Service(s) interferes with or endangers the health and/or safety of our personnel or third parties or (5) you threaten, harass, or use vulgar and/or inappropriate language toward our personnel. Our action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service(s) or information transmitted by or to you or other users.
- d. Your Obligations Upon Termination. You agree that upon termination of this Agreement you will do the following:
 - 0. You will immediately cease all use of the Service(s) and all DALKO Equipment;
 - 1. You will pay in full for your use of the Service(s) up to the date that this Agreement has been terminated and the Service(s) are disconnected; and
 - 2. You will return all DALKO Equipment to us at our local service center or to our designee in working order, normal wear and tear excepted within ten (10) days of the date on which Service(s) are disconnected. Otherwise, you will be

charged up to the retail price for a new replacement for such DALKO Equipment. You may also be charged incidental costs that we incur in replacing the DALKO Equipment. Upon our request during regular business hours at a time agreed upon by you and us, you will permit us and our agents, to access the Premises to remove all DALKO Equipment and other material provided by us.

10. LIMITED WARRANTY

THE DALKO EQUIPMENT AND THE SERVICE(S) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE DALKO EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

11. LIMITATION OF OUR LIABILITY

- a. Application. The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of us and our underlying third-party service providers, agents, suppliers, distributors, licensors and business partners (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or under any other legal doctrine.
- b. One Year Limitation Period. YOU MUST COMMENCE YOUR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENTS OR FACTS. AS PROVIDED IN SECTION 2(i), YOU MUST NOTIFY US OF ANY BILLING DISPUTE WITHIN 120 DAYS OF RECEIVING THE CHARGES YOU DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENT OR FACTS. IF FOLLOWING SUCH NOTIFICATION THE DISPUTE IS NOT RESOLVED TO YOUR SATISFACTION YOU MAY COMMENCE AN ACTION IN ACCORDANCE WITH THIS AGREEMENT FOR UP TO ONE (1) YEAR FROM RECEIPT OF THE DISPUTED CHARGES.
- c. Customer Equipment. YOU UNDERSTAND THAT CUSTOMER EQUIPMENT MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF THE SERVICE(S). THE OPENING, ACCESSING OR USE OF CUSTOMER EQUIPMENT USED IN CONNECTION WITH THE SERVICE(S) MAY VOID WARRANTIES PROVIDED BY THE MANUFACTURER OR OTHER PARTIES RELATING TO THE CUSTOMER EQUIPMENT HARDWARE OR SOFTWARE. NEITHER WE NOR ANY OF OUR AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH

WARRANTIES. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT EXCEPT AS MAY BE CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY US, OUR SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.

- d. Other Services or Equipment. BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST US FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE DALKO EQUIPMENT OR THE SERVICE(S) AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICE(S) IN ACCORDANCE WITH SECTION 9.
- e. Software. We make no representation or warranty that any software or application installed on Customer Equipment, downloaded to Customer Equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the Service(s) if a virus or other harmful feature or software is present on your Customer Equipment. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call related to a virus or other harmful feature detected on the Customer Equipment. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT. In addition, as part of the installation process for the software and other components of the Service(s), system files on the Customer Equipment may be modified. We do not represent, warrant or covenant that these modifications will not disrupt the normal operations of any of the Customer Equipment including the loss of files. We do not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any of the Customer Equipment. FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM AND YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS,

DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

- f. Disruption of Service. The Service(s) are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service(s) could lead to severe injury to business, persons, property, or environment (“High Risk Activities”). These High Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Service(s), directly or indirectly caused by, or proximately resulting from, any circumstances beyond our immediate control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any signal at the transmitter; failure of a communications satellite; loss of use of poles, or other utility facilities; labor disputes; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service(s). In all other cases of an interruption of the Service(s), you shall be entitled upon a request made within 120 days of such interruption, to a pro rata credit for any Service(s) interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service(s) and excludes all nonrecurring charges, one-time charges, or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S). Any additional credits, if any, provided by us are at our sole discretion and in no event shall constitute or be construed as a course of conduct by us.
- g. 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. We shall not be bound by any undertaking, representation or warranty made by an agent, or employee of ours or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Service(s), if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. We are not responsible for any services, equipment, infrastructure, and content that are not provided by us, or the performance (or non-performance) of third-party services, equipment, infrastructure, or content, 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).

- h. Damages. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TORT OR CONTRACT) HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS
 - (1) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE DALKO EQUIPMENT, THE CUSTOMER EQUIPMENT OR THE SERVICE(S) OR (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE DALKO EQUIPMENT, THE CUSTOMER EQUIPMENT OR THE SERVICE(S) (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICE(S), THE DALKO EQUIPMENT, OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, VOICEMAIL, OR OTHER INFORMATION OR DATA); OR
 - (2) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE DALKO EQUIPMENT, THE CUSTOMER EQUIPMENT OR THE SERVICE(S) BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- i. Customer's Sole Remedies. Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, our liability and of our employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.
- j. Survival of Limitations. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they

relate to the period before termination or if, by their terms, they would be expected to survive such termination.

12. INDEMNIFICATION AND LIABILITY

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS US AND OUR 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), THE DALKO EQUIPMENT OR THE 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 OR ANY AUP.

13. BINDING ARBITRATION

- a. Purpose. Any Dispute involving you and us shall be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.
- b. Definitions. This Arbitration Provision shall be broadly interpreted. "Dispute" means any claim or controversy related to us or our relationship, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before this or any prior Agreement; (3) claims that arise after the expiration or termination of this Agreement, and (4) claims that are the subject of purported class action litigation. As used in this Arbitration Provision, "us" means DALKO, LLC and any of its predecessors, successors, assigns, parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents, and "you" means you and any users or beneficiaries of the DALKO Service(s) or Equipment.
- c. Exclusions. NOTWITHSTANDING THE FOREGOING, THE FOLLOWING DISPUTES WILL NOT BE SUBJECT TO ARBITRATION: (i) DISPUTES RELATING TO THE SCOPE, VALIDITY, OR ENFORCEABILITY OF THIS ARBITRATION PROVISION; (ii) DISPUTES THAT ARISE BETWEEN US AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (iii) DISPUTES THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.
- d. Right to Opt Out. IF YOU DO NOT WISH TO ARBITRATE DISPUTES, YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH US ARBITRATED BY NOTIFYING US, WITHIN 30 DAYS OF YOUR FIRST DALKO SERVICE ACTIVATION, BY VISITING WWW.DALKONET.COM. YOUR NOTIFICATION TO US MUST INCLUDE YOUR NAME, ADDRESS AND OUR ACCOUNT

NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR SERVICE(S) PROVIDED BY US. IF YOU HAVE PREVIOUSLY OPTED OUT OF ARBITRATION WITH RESPECT TO THE ACCOUNT GOVERNED BY THIS AGREEMENT, YOU DO NOT NEED TO DO SO AGAIN. YOU MUST SEPARATELY OPT OUT FOR EACH ACCOUNT UNDER WHICH YOU RECEIVE SERVICES. ANY OPTOUTS SUBMITTED AFTER THIS PERIOD WILL NOT BE CONSIDERED EFFECTIVE.

- e. Initiation of Arbitration Proceeding/Selection of Arbitrator. The party initiating the arbitration proceeding may open a case with the American Arbitration Association (“AAA”) by visiting its website (www.adr.org) or calling its toll free number (1-800-778-7879).
- f. Right to Sue in Small Claims Court: Notwithstanding anything in this Arbitration Provision to the contrary, either you or we may elect to have an action heard in a small claims court in the area where you receive(d) Service(s) from us if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.
- g. Arbitration Procedures. This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by the AAA pursuant to its Consumer Arbitration Rules (the “AAA Rules”) as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Unless you and we agree otherwise, any arbitration hearing will take place at a location convenient to you in the area where you receive Service(s) from us. If you no longer receive Service(s) from us when you notify us of your Dispute, then any arbitration hearing will take place at a location convenient to you in the county where you reside when you notify us of your Dispute provided that we offer Service(s) in that county, or in the area where you received Service(s) from us at the time of the events giving rise to your 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 shall issue a reasoned written decision that explains the arbitrator’s essential findings and conclusions. The arbitrator’s award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator’s award. An arbitrator’s award that has been fully satisfied shall not be entered in any court.

- h. Waiver of Class Actions and Collective Relief. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT 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. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.
- i. Arbitral Fees and Costs. If your claim seeks more than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be governed by the AAA rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be our responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA's fees and costs shall be governed by the AAA Rules and you shall reimburse us for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs and may only recover your attorneys' fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay
- j. Survival. This Arbitration Provision shall survive the termination of your Service(s) with us.

14. CUSTOMER PRIVACY NOTICE AND SECURITY

- a. We will provide you with a copy of our customer privacy notice at the time we enter into an agreement to provide any Service(s) to you, and annually afterwards, or as otherwise permitted by law. You can view the most current version of our privacy notice by going to <http://www.DALKONET.com>.
- b. To the extent we are expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is our information security policy to provide such notice to you in the manner set forth in Section 16.

15. GENERAL

- a. Entire Agreement. This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and us with respect to the subject matter of this Agreement, and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. We do not waive any provision or right if we fail to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement.
- b. Waiver of Jury Trial. WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.
- c. Additional Representations and Warranties. In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:
 - i. Age: You are at least 18 years of age.
 - ii. Customer Information: You represent and warrant that you have provided us with information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used, and payment data (including without limitation information provided when authorizing recurring payments). YOU AGREE TO NOTIFY US IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO US, INCLUDING WITHOUT LIMITATION ANY CHANGE IN YOUR TELEPHONE NUMBER OR MOBILE TELEPHONE NUMBER. FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR THE SERVICE(S) OR HAVE ANY UNRETURNED EQUIPMENT, THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND RETURN ALL EQUIPMENT. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.
- d. Information Provided to Third Parties. We are not responsible for any information provided by you to third parties including credit/debit card or banking information, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Service(s). You assume all privacy, security, and other risks associated with providing any information, including customer proprietary network information ("CPNI") or personally identifiable information, to third parties via the Service(s). For a

description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

- e. Protection of Our Information and Marks. All Service(s) information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively “marks”) of ours and our affiliates are and shall remain our exclusive property. Nothing in this Agreement shall grant you the right or license to use any of the marks.
- f. Export Laws. You expressly agree to comply with all applicable export and re-export laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Service(s) in any way that violates any provision of such laws or their implementing regulations.
- g. Retention of Rights. Nothing contained in this Agreement shall be construed to limit our rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, we and our agents reserve the right to delete all your data, files, electronic messages or other information that is stored on our or our suppliers’ servers or systems. In addition, you may forfeit your account user name and all e-mail, IP and Web space addresses, and voice mail. In the event you cancel Voice without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.
- h. Monitoring and Recording. You agree that DALKO and its agents may monitor and record any data or image communications that are transmitted between: (1) DALKO and its agents and (2) you, your agents, any user of your Service(s) or Equipment, or any user associated with your account.

16. NOTICE METHOD FOR CHANGES TO THIS AGREEMENT

We may deliver any notice concerning our relationship with you, including notice of any change to this Agreement, in any one or more of the following ways, as determined in our discretion: (1) by posting it on www.DALKONET.com or any other website about which you have been notified; (2) by mail or hand delivery to your Premises; (3) by e-mail to the address for your account in our records; or (4) by including it on or with your bill for Service(s). You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding the Service(s) and this Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail and all postings at www.DALKONET.com or any other website about which you have been notified. If you find any change to this Agreement to be unacceptable, you have the right to cancel your Service(s). Your continued receipt of the Service(s) for more than 30 days after we deliver notice of the change, however, will constitute your acceptance of the change.

JANUARY 2018

