



Terms of Service

THIS DOCUMENT CONTAINS IMPORTANT TERMS AND CONDITIONS THAT AFFECT YOUR RIGHTS AND OBLIGATIONS INCLUDING TERMS THAT REQUIRE MANDATORY ARBITRATION OF DISPUTES AND IMPOSE EARLY TERMINATION FEES IF YOU CANCEL THIS AGREEMENT AFTER THE CANCELLATION PERIOD.

November 1, 2016

1. SCOPE OF AGREEMENT

1.1 **General.** This 24 Month Service Agreement (this “Agreement”) sets forth the terms and conditions pursuant to which you will receive the Protected Retail Rates for your Lightning Communications, as those terms are defined in section 1.2 below. This Agreement is by and between Lightning Communications, LLC on behalf of itself and its operating affiliates that provide the Lightning Communications services subject to this Agreement to you (“Lightning”, “we” “our”, “us”), and “You”, the accountholder to whom the Lightning Communications services (defined in Section 1.3 below) are provided.

1.7 **Acceptance of Agreement.** You accept this Agreement when you first do one of the following within 30 days of receiving the Offer from Lightning (the “Acceptance Date”): (1) orally confirming to Lightning or its agent acting on Lightning’s behalf your acceptance of this Agreement; (2) activating any Lightning Service(s) covered under this Agreement through a method provided by Lightning; (3) using or paying for any Lightning Service(s) covered under this Agreement; or (4) signing this Agreement electronically or physically in accordance with the instructions provided by Lightning. **UNLESS YOU TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS OF SECTIONS 3.2 OR 3.3 BELOW, OR PAY AN EARLY TERMINATION FEE AS SPECIFIED IN SECTION 3.1 BELOW, YOU AGREE TO MAINTAIN AND PAY FOR YOUR SUBSCRIPTION TO THE LIGHTNING SERVICES COVERED UNDER THIS AGREEMENT UNTIL THE EXPIRATION OF THE TERM OF THIS AGREEMENT.**

2. **TERM.** This Agreement is for a term of twenty-four (24) months beginning on the earlier of the Acceptance Date or the Offer date. This 24 -month period is referred to in this Agreement as the “Term.” The agreement will automatically renew for an additional one(1) year period at the then prevailing rates, unless terminated by either party in writing 60 days prior to the renewal date.

3. **EARLY TERMINATION FEE; TERMINATION.**

3.1 EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY THE APPLICABLE EARLY TERMINATION FEE TOTALLING FULL PRICE OF ALL REMAINING MONTHS OF YOUR CONTRACT. (“ETF”) IN THE EVENT THAT ANY ONE OR ALL OF THE FOLLOWING LIGHTNING COMMUNICATIONS YOU SUBSCRIBE TO (“CORE LIGHTNING COMMUNICATIONS”) ARE DISCONNECTED FOR ANY REASON BEFORE THE EXPIRATION OF THE TERM OF THIS AGREEMENT:

(i) **Lightning Digital VOIP Telephone Service.**

YOU MAY TERMINATE THIS AGREEMENT BY (I) CALLING LIGHTNING CUSTOMER CARE AT THE NUMBER LOCATED ON YOUR BILL, OR (II) DISCONNECTING ANY OF YOUR CORE LIGHTNING COMMUNICATIONS AT ANY TIME DURING THE TERM SUBJECT TO PAYMENT OF THE APPLICABLE ETF AND ALL OTHER ACCRUED CHARGES. FOR CLARITY, YOU ACKNOWLEDGE AND AGREE THAT IF LIGHTNING DISCONNECTS ANY OR ALL OF YOUR CORE LIGHTNING COMMUNICATIONS DUE TO NONPAYMENT OF ANY CHARGES DUE LIGHTNING, YOU WILL BE DEEMED TO HAVE TERMINATED THIS AGREEMENT AND WILL BE CHARGED THE ETF.

3.2 **30-Day Cancellation Period.** You may terminate this Agreement and/or disconnect or downgrade any or all of the Lightning Service(s) covered under this Agreement for any reason without incurring an ETF during the first thirty (30) days of the Term of this Agreement (the “Cancellation Period”) by contacting Lightning Customer Care at the contact phone number on your bill statement and notifying Lightning of your decision to terminate this Agreement or disconnect/downgrade any of our Lightning Communications. You will be responsible for paying for the Lightning Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the Lightning Services are disconnected or downgraded.

3.3 **Special Circumstances/ETF Waiver.** You will not be responsible for paying an ETF if you terminate this Agreement within thirty (30) days of our written notice to you of a material adverse change to this Agreement or Other Service Agreement(s), as defined in Section 6 below, applicable to your Lightning Service(s), or if you disconnect any Core Lightning Service you are receiving at any time during the Term for one of the following reasons: (i) you upgrade your Lightning Services to a new qualifying Offer (as determined by Lightning), (ii) the death of the Primary Account Holder and cancellation of the account.

3.4 **Lightning-Initiated Service Changes.** You acknowledge and agree that Lightning may, in its sole discretion, add, delete or modify any aspect, feature, component or

requirement of the Lightning Services at any time during the Term of this Agreement. Notwithstanding, if during the Term of this Agreement, Lightning changes its network, service delivery platform or other technology for delivering any Lightning Service and new and/or additional equipment is needed for you to continue to access your Lightning Services, such equipment is not covered under this Agreement and you agree that you may be charged extra by Lightning for any such equipment you purchase or lease/rent from Lightning. Further, you acknowledge and agree that any of the Lightning-Initiated Service changes noted in this subsection will not violate this Agreement, constitute adverse material changes, or affect your ETF, payment or other contractual obligations to Lightning.

4. Non-payment Suspensions and Cancellation

In order to avoid the interruption of service, you must pay the full amount each month. Failure to pay invoices by the due date may result in your account being suspended or canceled with or without written notice. Credits will not be issued for the time that an account is on hold for non-payment. Although partial payments are accepted, partial payments will not prevent services from being discontinued for non-payment. Lightning Communications shall not be held responsible for any lost communications, E-mail, website content, data, or issues resulting from the account being suspended for non-payment.

Reactivation of delinquent accounts will require that the past due balance be paid in full as well as any current invoices on the account and a restoration fee. If the account is disconnected completely, reconnection will require that the past due balance be paid in full as well as any current invoices on the account and an installation fee. Failure to bring an account current may result in the account being turned over to a third party for collections and credit reporting.

4.1 Telephone Customers:

When a phone account becomes delinquent a Disconnect Notice is sent to the customer. The customer is responsible for payment of all invoices on the account in order to avoid disconnect, this could include invoices that have posted after your Disconnect Notice was sent. If payment is not received the phone and any associated service will be suspended, the suspension will be put in place until full payment is received. Although partial payments are accepted, partial payments will not prevent services from being suspended or disconnected for non-payment. When phone service is suspended no incoming or outgoing calls can be made until account is brought up to date.

Once the full past due and current payment is received as well as the restoration fee, the service will be restored by 5pm that day. Payments are posted during normal office hours.

If the customer fails to pay within 24 days from the date on the original Disconnect Notice, the account will be disconnected. The current outstanding bill will be prorated back to the date of

disconnection. After the 45 day period, dial tone is no longer available and the telephone number is no longer assigned to the line. No incoming or outgoing calls of any kind can be made. If the customer has an active contract, the amount due will include the balance of all subsequent months through the end of the contract.

If the customer pays the account in full and wishes to reestablish an account, they will be directed to our Sales department. Customers may be required to: complete a credit check, provide credit card information for automatic payments, provide a deposit payment, pay the first month's service in advance and pay a mandatory installation fee. Lightning Communications does not guarantee that the same Telephone number will be issued.

5. **Notices of Changes.** Lightning will provide you with written notice of any changes that we determine are material to this Agreement, including all notices required by applicable law or tariff. We may provide you with such written notice by sending it to your last known billing address, by including the notice in your bill statement, or by sending you an email message to any email address you provided to Lightning. All such changes will become effective as of the date specified on the written notice. The updated version of this Agreement will supersede any prior versions of the same agreements. If the changes have a material adverse effect on you, you can terminate the affected Lightning Service(s) without paying an early termination fee by notifying Lightning within thirty (30) days after we send notice of the applicable change. You agree that your sole recourse if you do not accept any such material adverse change is to terminate this Agreement within thirty (30) days of our notice to you. Your continued use of the Lightning Service(s) after such thirty (30) day period will constitute your acceptance of this Agreement as modified.

6.1 **YOU AND LIGHTNING AGREE TO ARBITRATE — RATHER THAN LITIGATE IN COURT** any and all claims, disputes, or controversies between you and Lightning, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Lightning, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory (“Dispute”) that arise out of or in any way relate to this Agreement, any of the Services provided under this Agreement or any other Services or products that Lightning provides to you in connection with this Agreement (including but not limited to amounts that Lightning charges you for Services or products provided, any alleged breach related to the collection, retention or disclosure of your personal information, and any alleged violation of our Privacy Notice). You and Lightning also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to you by Lightning or any of its affiliated entities under any other agreement. Notwithstanding this agreement to arbitrate, you and Lightning may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications

Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

6.2 **Class Action Waiver:** You and Lightning agree that all Disputes between you and Lightning will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or Lightning brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor Lightning may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by you or Lightning. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section 5 will not apply to any Dispute between you and Lightning, except for the provisions of Section 5.7 waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.

6.3 **Arbitrator Authority:** The arbitration between you and Lightning will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and Lightning agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the Applicable Law, but that injunctive or declaratory relief may not extend beyond you and your dealings with Lightning. Review of arbitration decisions in the courts is very limited.

6.4 **Informal Dispute Resolution:** You and Lightning agree that you will try to resolve disputes informally before resorting to arbitration. If you have a dispute, first call Lightning Customer Care at the number listed on your monthly bill statement. If the Lightning representative is unable to resolve your dispute in a timely manner, you agree to then notify Lightning of the dispute by sending a written description of your claim to Lightning Customer Care, ATTN: Corporate Escalation Team, PO Box 850957, Yukon, OK 73085 so that Lightning can attempt to resolve it with you. If Lightning does not satisfactorily resolve your claim within 30 calendar days of receiving written notice to Lightning Customer Care of your claim, then you may pursue the claim in arbitration. Neither you nor Lightning may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. If you are sending a written notice of your intent to file for arbitration to Lightning, please send such notice via U.S. mail to Lightning Legal Department, Attn: Litigation Counsel, PO Box 850957, Yukon, OK 73085. If

Lightning is sending you a written notice of our intent to file for arbitration, we will send it to the last known address of record we have on file for you.

6.5 Arbitration Procedures: You and Lightning agree that this Agreement and the services Lightning provides to you affects interstate commerce and that the Federal Arbitration Act and not state arbitration laws applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to Lightning at ArbitrationOptOut@Lightning.com or via U.S. mail to Lightning Legal Department, Attn: Litigation Counsel, PO Box 850957, Yukon, OK 73085. You must also comply with the AAA's rules regarding initiation of arbitration. Each party will be responsible for your own attorneys' fees, arbitration fees and all other costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or Applicable Law. If you are successful in the arbitration, Lightning will pay your reasonable attorney's fees and costs. The arbitration will be held in the county of the billing address where Lightning provided you service and either party may appear in person or by telephone.

6.6 Jury Trial Waiver: If for any reason this arbitration agreement is found to be unenforceable, or if you opt out of this dispute resolution agreement, you and Lightning expressly and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY**. This means that a Judge rather than a Jury will decide disputes between you and Lightning if, for any reason, the arbitration agreement is not enforced.

6.7 Survival: This dispute resolution provision survives the termination of your Services with Lightning. If you bring a claim against Lightning after termination of your Services that is based in whole or in part on events or omissions that occurred while you were a Lightning customer, this dispute resolution provision shall apply.

7. MISCELLANEOUS

7.1 **Non-Waiver.** Lightning's failure at any time to insist upon strict compliance with any of the provisions of this Agreement will not constitute a waiver of such terms in the future. Other than as expressly provided herein, if any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions will remain enforceable and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

7.2 **Non-Assignability.** You cannot assign this Agreement or any of your rights and duties under it. Lightning may assign all or part of this Agreement or your debts to Lightning under this Agreement without notice, and you agree to make all subsequent payments as instructed.

7.3 **Governing Law.** This Agreement will be governed by the laws of the state in which your Lightning Services are provided without regard to such state's choice of laws principles.

7.4 **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

8. EMERGENCY SERVICES - 911 DIALING

8.1 **Non-Availability of Traditional 911 or E911 Dialing Service.** The Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as "911 Dialing" which is a limited emergency calling service available only on Lightning Communications certified Devices or Equipment. The 911 Dialing feature may not work at all when used in conjunction with a Soft Phone, Virtual Numbers or Subscriber provided Customer Premise Equipment. Our 911 Dialing feature is not automatic; you must separately take affirmative steps, as described in this Agreement and on our website, to register the address where you will use the Services in order to activate the 911 Dialing feature. You must do this for each Lightning Communications phone number that you obtain. The 911 Dialing feature of the Service is different in a number of important ways from traditional 911 or E911 service as described on our website page for 911 Dialing under "Features," and below. You shall inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the Lightning Communications 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchase should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not

receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department.

8.2 Registration of Physical Location Required. For each phone number that you use for the Service, you must register with Lightning Communications the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by following the instructions from the "911" registration link on your Lightning Communications web account dashboard features page. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.

8.3 Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.

8.4 How Emergency Personnel are contacted. We contract with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. You must therefore provide your address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. You hereby authorize us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

8.5 Service Outages.

(a) **Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

(b) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

(c) Service Outage Due to Suspension or Termination of Your Lightning Communications Account. Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.

(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that Lightning Communications is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

(e) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

8.6 Re-Activation Required if You Change Your Number or Add or Port New Numbers.

911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

8.7 Network Congestion: Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

8.8 Possible Lack of Automatic Number Identification. It may or may not be possible for the local emergency personnel to automatically obtain your phone number when you use 911 Dialing. Our system is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a

result, the operator who answers your 911 Dialing call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

8.9 No Automated Location Identification. In most service areas, it is not possible at this time to transmit to the local emergency response center the address that you registered for 911 Dialing. You will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator will not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your location, or if the Service is not operational for any reason.

8.10 Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Lightning Communications nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Lightning Communications its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

8.11 Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

9. CUSTOMER EQUIPMENT —

a. **Definition:** “Customer Equipment” means any equipment, software, hardware or services supplied by you to use in conjunction with the Services or the Lightning Equipment. You warrant that 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. Customer Equipment is your sole responsibility including all costs of installation, maintenance and repair. You agree to allow us and our agents the rights to insert cable cards and other hardware in the Customer Equipment, send software, firmware, and/or other programs to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. You are responsible and liable for any degradation or any interruption of Service, damage to Lightning Equipment, loss of data, loss of your stored content or other consequences that you, Lightning or any third party may suffer resulting from your use of Customer Equipment, including any Customer Equipment to which Lightning or its agents has sent software, firmware or other programs. Lightning has no responsibility or liability for any loss of stored content or any damage to Customer Equipment.

b. **Technical Requirements for Customer Equipment:** All Customer Equipment must comply with Lightning’s technical requirements which we may post on the Lightning Website and change from time to time (“**Technical Requirements**”). We will not be obligated to provide Service or support where your Customer Equipment fails to conform to Lightning’s Technical Requirements. NEITHER LIGHTNING NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT CUSTOMER EQUIPMENT NOT MEETING LIGHTNING’S TECHNICAL REQUIREMENTS WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR LIGHTNING EQUIPMENT. NEITHER LIGHTNING NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. Lightning reserves the right to deny you customer support for the Service(s) and/or terminate Service(s) if you use Customer Equipment not meeting the Technical Requirements.

c. **Changes and Upgrades To Customer Equipment:** You acknowledge that Lightning may install Cable Cards® and other Licensed Software and may send firmware and other code updates or downloads to Customer Equipment which will ensure full functionality of the Service and may alter, add to, or remove features or functionalities of Customer Equipment with or without notice to you and you agree that such changes may be performed at any time and in any manner. Periodically you may need to acquire new or additional Customer Equipment to

continue to use the Service or receive the best quality of Service. In addition, Lightning will maintain administration rights to Customer Equipment as long as Customer is receiving Lightning Services. Such administration rights & access are proprietary to Lightning and will not be revealed to the Customer at any time.

10. **SECURITY AND DATA INTEGRITY.** We maintain a variety of physical, electronic, and procedural safeguards to guard your personally identifiable information and CPNI. Specifically, we use commercially accepted procedures and reasonable security systems to protect against unauthorized access to our systems. We restrict access to your personally identifiable information and CPNI to those employees and contractors—all of whom are covered by this Policy—who need to know that information to provide services to you or otherwise assist you for a legitimate business reason. We protect the security of your personally identifiable information during transmission via the Lightning Communications website by using Secure Sockets Layer (“SSL”) software, which encrypts information you input, so that no one else can read it as it is transmitted over the Internet. And we use an SSL connection to enable you to view, enter, and change the information in the “Preferences” section securely on our website.

11. **Privacy.** Lightning Communications is committed to your privacy. We obey all laws and regulations in the United States applicable to our use and disclosure of your information. We will not trade, sell, or disclose to any third party any form of Personal Information without your consent, and we will not disclose or make available any such Personal Information to any third parties seeking to market third party products without your consent.