

Service Order Confirmation and Acknowledgement of Terms and Conditions (Effective June 22, 2017)

PLEASE READ THIS AGREEMENT CAREFULLY.

BY USING THE SERVICES, AS DEFINED HEREIN, YOU ACKNOWLEDGE THAT (i) YOU ARE AN ADULT (18 YEARS OR OLDER) AND (ii) YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH BELOW AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AND AS AMENDED BY V V D FUNDING, LLC d/b/a PREMIUM CHOICE BROADBAND ("PCB") FROM TIME TO TIME. BY PLACING AN ORDER FOR THE SERVICES, YOU ACKNOWLEDGE THAT PCB WILL COMMENCE PROCESSING SUCH ORDER AND WILL INCUR EXPENSES AND OBLIGATIONS IMMEDIATELY. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICES AND YOU SHOULD CANCEL YOUR ORDER. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, PCB WILL BE UNDER NO OBLIGATION TO PROVIDE YOU WITH THE SERVICES. **THESE TERMS AND CONDITIONS ARE SUBJECT TO REVISION FROM TIME TO TIME BY PCB. THE LATEST VERSION OF THE TERMS AND CONDITIONS MAY BE FOUND AT <http://www.premiumchoicebroadband.com/contracts>.**

Terms and Conditions

1. **Definitions:** This Service Order Confirmation and Acknowledgment of Terms and Conditions (the "Agreement") shall serve as confirmation of your Wireless service order with PCB and your agreement to all of the terms and conditions ("Terms and Conditions") set forth herein, as well as our Acceptable Use Policy posted on our web site as either may be amended from time to time by PCB. You hereby authorize PCB to provide you with the Services (as defined below) for the period you have selected below.
2. **Service:** You agree to purchase wireless and/or network access services ("Services") from PCB. Services by PCB are for your use only, and not for resale or sharing with persons outside your premises without the prior written consent of PCB, which may be given or withheld in its sole discretion. In the event you attempt to resell or share the Services, PCB may, at its sole discretion, increase the fees associated with the Services or terminate the Services.
3. **Term of Agreement (select AND initial):**
 - One (1) Year Year-Round Agreement**

This Agreement has an initial term of twelve (12) months (the "Initial Term") and will continue on a month-to-month basis thereafter. After the Initial Term, either party may terminate this Agreement effective upon the last day of the month following at least thirty (30) days' prior written notice of termination. The Initial Term begins the day your Services are successfully installed by PCB, as recorded in its database. If PCB cannot successfully deliver the Service, this contract is deemed terminated without penalty or cost.
 - Two (2) Year Year-Round Agreement**

This Agreement has an initial term of twenty-four (24) months (the "Initial Term") and will continue on a month-to-month basis thereafter. After the Initial Term, either party may terminate this Agreement effective upon the last day of the month following at least thirty (30) days' prior written notice of termination. The Initial Term begins the day your Services are successfully installed by PCB, as recorded in its database. If PCB cannot successfully deliver the Service, this contract is deemed terminated without penalty or cost.
 - Three (3) Year Seasonal Agreement**

As a seasonal customer you may contact PCB at any time to activate or temporarily suspend your Services. You will not have access to the Services and will not be charged the monthly Rate while your account is suspended. However, you agree that you must have your account active for a minimum of four (4) months during each twelve month period during the Initial Term. If you do not meet the minimum four (4) month annual requirement, you will nonetheless be responsible for four months of service charges at the applicable Rates. While the Services are suspended a charge of \$19.95 will be applied each month. When the Services are activated for a partial month, you will be charged for a minimum of two (2) weeks of service. For purposes of this Agreement, the Initial Term of your seasonal contract shall be thirty-six (36) months and will continue on a month-to-month basis thereafter. After the Initial Term, either party may terminate this Agreement effective upon the last day of the month following at least thirty (30) days' prior written notice of termination. The Initial Term begins the day your Services are successfully installed by PCB, as recorded in its database. If PCB cannot successfully deliver the Service, this contract is deemed terminated without penalty or cost.
4. **Rates and Payment Terms:** The rates for the Services ("Rates") are set forth in the Rate Schedule located on the PCB website. The Rates will be in effect for the Initial Term, and may be changed by us after the end of the Initial Term by giving you written or e-mailed notice of the new Rates at least thirty (30) days before their effective date. In addition to the Rates, we will bill you for all required federal, state, county, and local taxes, fees and related charges. Charges for the Services will begin when the Services are installed. Payments for Services will be made monthly. You may pay by eCheck or any major credit card or debit card.
5. **Default and Remedies:** You will be in Default of this Agreement 1) if payment for any Service has not been made within two (2) days after we have sent you a notice via e-mail that such payment is overdue and 2) for any other breach of this Agreement that is not remedied within ten (10) days after notice of such breach; or 3) for any breach of our Acceptable Use Policy for our Internet Access Service. If you are in Default of this Agreement, we may terminate all Services under this Agreement without further notice to you and you will be charged an early termination fee as set forth in Section 6 below plus the amount of overdue charges due to PCB, if any. Late payment will result in a fee of \$15.00 which will apply in the case of expired credit & debit cards or returned bank drafts (eChecks).
6. **Termination Charges and Equipment Ownership:** You must notify us in writing of your intention to terminate the Services and you will be responsible for all service charges that would have been incurred for the next regularly occurring monthly billing cycle and an early termination fee of \$99.95 with respect to the One (1) Year Year-Round Agreement or \$199.95 with respect to the Two (2) Year Year-Round Agreement or \$149.95 with respect to the Three (3) Year Seasonal Agreement, which includes the equipment removal. No early termination fee is payable if

you terminate during the month to month period following the Initial Term. The early termination fee will be charged with the payment method on file. Notice of termination should be addressed to: Premium Choice Broadband, 12 Stevens Rd., Brewer ME 04412. PCB retains ownership of the subscriber module, antenna and power adapter installed (collectively, the "Equipment"). You have not purchased the Equipment. PCB is entitled to remove the Equipment if Services are terminated by you or by PCB. You agree that PCB may have access to your property to retrieve the Equipment following termination of Services. If access to the Equipment is denied or the Equipment is not at the specific location, you will be charged with the payment method on file for the Equipment at the following rate: subscriber module \$250.00, antenna \$65.00, and power adapter \$25.00. Any additional equipment you purchase, you will retain after termination.

7. **Limited Warranty - Wireless Service:** THE ONLY WARRANTIES MADE BY PCB WITH REGARD TO THE SERVICES AND EQUIPMENT ARE THOSE EXPRESS WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS. In addition, there are certain limitations that may affect your use of the Services.
8. **Quality of Services:** You understand and acknowledge that the actual transmission speeds may vary from the transmission speeds that you might otherwise expect, due to factors such as the line-of-sight (LOS), distance to transceiver, and other operational characteristics of the facilities and equipment used in the Wireless Service. It is possible that there may be other operational impediments that may preclude or delay the actual installation, repair and maintenance of Wireless Services to your premises. We reserve the right to terminate this Agreement without liability to you if we are not able to provide, repair or maintain Wireless Services to your premises. We will use commercially reasonable efforts to provide installation, repair and maintenance services. If you experience a substantial reduction in transmission speed or significant interruption of service, please notify us and we will undertake commercially reasonable efforts to restore the Wireless Service. We will not be responsible for service issues relating to your computer, network or software. Any problems related to, or caused by, your computer, software or network are your sole responsibility.
9. **Acceptable Use Policy:** You understand and agree to the terms of the PCB Acceptable Use Policy which is available for review on our website. The monthly bandwidth limits established are: Starter Plan - Unlimited, Premium Lite - 20 GB, Browsing Basics - 40 GB, Next Generation - 60 GB, Totally Connected - Unlimited, Small Office - 80 GB, Business - 100 GB, and Enterprise - Unlimited. If you exceed your allotted monthly bandwidth, you will be subject to a reduction in speed. Speeds will stay at the reduced rate until the first day of the next month, when the bandwidth limit resets. Between the hours of midnight and 6:00am every day, any usage downloaded or uploaded will not be added towards your monthly usage limit.
10. **Warranties – Equipment:** With respect to the Equipment owned by PCB, PCB will match the manufacturer's warranty for as long as you subscribe to our Services. For equipment supplied by PCB that is owned by you, such as a wireless router, PCB will match the manufacturer's warranty for thirty (30) days from the date of purchase except to the extent that applicable law may require a longer period. Warranty coverage by PCB shall not apply if: 1) Your equipment has been subjected to unusual physical stress, misuse, neglect, or abuse; 2) the Wireless Service or related equipment has been installed, repaired or altered by anyone other than our technical support technicians or our subcontractors or affiliates, without our prior written approval; 3) the Wireless Service or related equipment is used in violation of applicable law or in violation of instructions furnished by us, if any. Our sole liability and obligation in the event of a warranty claim is replacement of the defective equipment. The foregoing limited warranties shall be in lieu of and shall exclude all other express or implied warranties, including without limitation, warranties of merchantability, and fitness for a particular use or purpose.
11. **Security:** You acknowledge that you have read our Acceptable Use Policy and agree to have virus protection software and personal firewall software installed on you system, with all virus definitions up to date before connecting to our network and at all times connected thereafter. We reserve the right to suspend your Services without liability, including without refund of Service fees, if your computer(s) are found to be virus infected, or in any other condition or configuration, which is our sole judgment jeopardizes the security and/or stability of our network.
12. **Use of Services:** You agree not to use the Services in a manner prohibited by any federal, state or local law or regulation ("Applicable Law"). Transmission of any material in violation of Applicable Law, including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability, is prohibited.
13. **Termination for Convenience:** PCB reserves the right to terminate the Services upon notice to you for any reason and at any time.
14. **Limitation of Liability:**
NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR LAW, IN NO EVENT SHALL PCB, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE MANAGERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS, AND DISTRIBUTORS, INCLUDING, WITHOUT LIMITATION, ANY PARTY PROVIDING INTERNET ACCESS TO PCB OR ANY INCUMBENT LOCAL EXCHANGE PROVIDER OR OTHER PERSON PROVIDING ACCESS TO ITS FACILITIES TO PCB (THE "PCB PARTIES") BE LIABLE OR OBLIGATED IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHER LEGAL OREQUITABLE THEORY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF EARNINGS, USE OR DATA, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM OR RELATING TO THIS AGREEMENT OR USE, NON-USE, OR INSTALLATION OF THE SERVICES OR EQUIPMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PCB'S LIABILITY SHALL NOT EXCEED THE AMOUNT THAT YOU WOULD HAVE PAID PCB UNDER THIS AGREEMENT DURING THE PERIOD OF TIME THAT SUCH LIABILITY WAS INCURRED, OR FIVE HUNDRED DOLLARS (\$500.00) WHICHEVER IS LESS. FURTHERMORE, PCB SHALL NOT BE LIABLE FOR (I) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICE, PRODUCTS, OR RIGHTS; (II) ANY DELAYED, DEGRADED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET; (III) ANY LOSS OR DAMAGE TO YOUR EQUIPMENT, SOFTWARE, OR DATA ARISING DIRECTLY OR INDIRECTLY OUT OF USE OR NON-USE OF THE SERVICE OR ANY EQUIPMENT OR

RELATED COMPONENT; (IV) ANY LACK OF OR BREACH OF SECURITY OF THE SERVICE, OR THE STORAGE OR INTEGRITY OF YOUR DATA OR ANY OTHER USER'S DATA; (V) THE VIEWING, DOWNLOADING, TRANSMITTING, ACCESSING, PURCHASING OR OTHER MEANS OF ACQUIRING INFORMATION, PRODUCT OR MATERIAL ACCESSIBLE THROUGH THE SERVICES; (VI) ANY DELAYS, ERRORS, OMISSIONS, INTERRUPTIONS, VIRUSES, SPYWARE, SPAM, OR TRANSMISSION DEFECTS IN ANY INFORMATION, MATERIAL OR DATA TRANSMITTED THROUGH THE SERVICE; OR (VII) ANY DAMAGES ARISING FROM ANY DELAY OR FAILURE IN PERFORMANCE OF THE SERVICE DUE TO EVENTS OR CAUSES OUTSIDE PCB'S REASONABLE CONTROL.

(B) THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT OF THE LAW, REGARDLESS OF WHETHER PCB WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES, AND REGARDLESS OF ANY REMEDIAL ACTIONS THAT PCB MAY TAKE. IF YOU ARE DISSATISFIED WITH THE SERVICES OR EQUIPMENT OR IF YOU HAVE ANY OTHER DISPUTE WITH PCB, OR CLAIM AGAINST PCB, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES AND ANY LIABILITY WILL BE LIMITED AS SET FORTH HEREIN. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. THIS SECTION SHALL BE ENFORCED TO THE FULLEST EXTENT OF APPLICABLE LAW. YOU ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES ARE AN ESSENTIAL ELEMENT IN SETTING THE PRICES FOR SERVICE UNDER THIS AGREEMENT.

15. **Force Majeure:** We will not be responsible for any failure to perform any obligation or provide any Services hereunder because of any Act of God or nature, strikes, work stoppage, equipment or facilities shortages, governmental acts or orders, war, riot, terrorism or civil commotion, or any other event beyond our immediate and reasonable control.

16. **Entire Agreement; Amendments in Writing; Severability:** This Agreement, which includes all attachments, schedules, agreements and documents referenced herein, if any, constitutes the entire agreement between us concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. Any changes to this Agreement, or any amendment or supplement to the Agreement must be in writing and signed by PCB or uploaded by PCB to its website to be enforceable. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the original intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

17. **Arbitration.** Any dispute, controversy or claim arising out of or relating to this Agreement or the rights and obligations of the parties hereunder, other than your failure to make payments in accordance with this Agreement and any action to collect amounts due to PCB under this Agreement, which may be brought in any court of competent jurisdiction, shall be conclusively resolved by arbitration in Bangor, Maine in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date demand for arbitration is made before a single arbitrator appointed by the AAA. The arbitrator shall conduct an arbitration within sixty (60) days of the date the arbitrator is appointed and shall render a decision resolving the dispute within thirty (30) days of the arbitration, and the parties agree to abide by the decision of the arbitrator and any such decision shall be binding, non-reviewable and non-appealable, and may be entered as a final judgment in any court having jurisdiction. The costs and expenses of any arbitrator shall be borne fifty percent (50%) by you and fifty percent (50%) by PCB, provided that such arbitrator, as part of his/her decision, may award such cost (but not including attorneys' fees which may not be awarded or apportioned by the arbitrator) to the prevailing party if such arbitrator believes that a party has not brought or prosecuted such a claim in good faith. The parties agree that binding arbitration shall be the sole remedy as to all disputes arising out of or related to this Agreement other than claims brought by PCB for amounts due hereunder.

18. **Governing Law. This Agreement shall be governed by the laws of the State of Maine, without regard to choice of law principles.**

19. **Use of the Services constitutes acceptance of these Terms and Conditions.**

20. **Special Note regarding WiFi (IEEE 802.11 based wireless technology).**

By using WiFi you acknowledge that if you do not take proper security precautions your data may be at risk of loss, corruption, disclosure or theft. You also acknowledge that by having an unsecured access point (WiFi router) you may be sharing your connection, violating section 9 of this Agreement.

The Package you have chosen is:

- | <u>Residential</u> | | <u>Commercial</u> |
|--|--|---------------------------------------|
| <input type="checkbox"/> Starter Plan | <input type="checkbox"/> The Next Generation | <input type="checkbox"/> Small Office |
| <input type="checkbox"/> Premium Lite | <input type="checkbox"/> Totally Connected | <input type="checkbox"/> Business |
| <input type="checkbox"/> Browsing Basics | | <input type="checkbox"/> Enterprise |

Company Name (commercial accounts only): _____

Your Signature: _____

Print Name: _____

Title (commercial accounts only): _____

Date: _____

By signing this contract you agree to the Terms and Conditions of this Agreement and the PCB Acceptable Use Policy.