

SERVICE AGREEMENT FOR BEAM SERVICES

This Service Agreement ("Agreement") states the terms and conditions applicable to the purchase and use of the cable video, internet, and phone services (individually and collectively the "Service") provided by R.M. Greene, Inc. d/b/a BEAM ("BEAM" or "Company"). All persons who use any of the Services ("Customer" or "you") agree to be bound by the terms of this Agreement, as applied to Customers. BEAM may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with the notice provisions of this Agreement. Your continued use of the Service following such notice shall be deemed acceptance of the revised Agreement. If you do not wish to continue to be subject to the revised Agreement, you must immediately notify BEAM of your intent to terminate the Service and must return all interior portable Company Equipment.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION Error! Reference source not found., WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, WHICH AFFECTS CUSTOMER'S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.

- 1. BEAM Property:** All BEAM-provided equipment distributed to and/or installed for use in the Customer's service location(s) by or on behalf of BEAM ("Equipment") remains the property of BEAM, including without limitation, converter box(es), evolution DTA box(es), hand unit(s)/remote(s), and /or modem(s), power supply(ies), USB and/or CD cord(s), and/or Cat 5 cable(s). None of the Equipment shall become a fixture. BEAM Equipment is intended to service and reside at the specific Service location and is not to be used or relocated off premises without BEAM authorization. Customer must return all Equipment upon substitution of or termination of Service. Failure to do so will result in a charge to be determined in accordance with BEAM's then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Customer agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.
- 2. Disruption of Service:** All BEAM Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall BEAM be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond BEAM's reasonable control. Subject to applicable law, BEAM may give credit with respect to Customer's recurring monthly subscription fee for qualifying outages of BEAM Services.
- 3. BEAM Equipment:** If any Equipment is damaged, lost or stolen during the period that the Equipment is issued to Customer, Customer shall be responsible for, and agrees to pay, the replacement costs for such Equipment. BEAM is not responsible for the maintenance or repair of Customer-provided equipment, including but not limited to telephones, computers, modems, televisions, TIVO type boxes, or any other related or similar Customer-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to BEAM Equipment due to negligent use or abuse or if no fault is discovered in BEAM's system or Equipment. Except as may be otherwise expressly provided, BEAM makes no representations or warranties, with respect to Equipment or Service provided by BEAM or with respect to the compatibility of the Service or the Equipment with any Customer-provided equipment. Customer is responsible for any misuse of BEAM's Equipment, the Service, or any third party services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or another Customer with access to your account. Customer agrees to maintain the security and confidentiality of Your user names and passwords or similar credentials that enable you to access BEAM services. You further agree not to disclose such credentials to any third party. The Equipment, Service, or third party services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person.

ALL EQUIPMENT IS PROVIDED "AS IS", AND BEAM HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

BEAM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.

BEAM's sole obligation and Customer's sole remedy with respect to any liability or damage caused by Customer's use or deployment of BEAM Equipment, shall be a refund of fees paid by Customer for such Equipment for the previous billing month/cycle. Customer shall not use BEAM's Equipment or the Service for illegal, fraudulent, or inappropriate activities or otherwise engage in any illegal, fraudulent, or inappropriate activities in their course of dealings with BEAM.

4. **Customer Property:** BEAM assumes no responsibility and shall have no responsibility for the condition or repair of any Customer-provided equipment and/or software. Customer is responsible for the repair and maintenance of Customer-provided equipment and/or software. BEAM is not responsible or liable for any loss or impairment of BEAM's Service due in whole or in part to a malfunction, defect, or other function of, upgrade to, or effect caused by Customer-provided equipment and/or software. Notwithstanding anything to the contrary, Customer agrees to allow BEAM and its agents the right (A) to install hardware in, (B) send software downloads to, and (C) install, configure, maintain, inspect or upgrade Customer-provided equipment to the extent necessary to provide Service. Customer warrants that Customer is either the owner of such equipment or that Customer has the authority to give BEAM access to it.
5. **Taxes/Fees:** Customer agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Service, the Equipment or installation or service charges incurred with respect to the same (including franchise fees).
6. **Care of BEAM Property and Service:** Customer agrees that neither Customer nor any other person (except BEAM's authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment; nor (B) remove or relocate (either temporarily or permanently) any Equipment from the service address or location of initial installation. Any alteration, tampering, removal, relocation or the use of Equipment which permits the receipt of Service without authorization (including without limitation, in violation of the terms provided herein) or the receipt of Service to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Customer, BEAM shall relocate the BEAM Equipment for Customer within Customer's home at a time mutually agreed to by BEAM and Customer. Customer may incur a charge for such relocation and should consult a current BEAM schedule of rates and charges prior to requesting such relocation. If the Customer moves residences outside of BEAM's service area, Customer shall notify BEAM that this Agreement shall be terminated in accordance with the terms of this Agreement
7. **Customer Termination and Expiration:**
 - a. **Termination by Customer:** Unless otherwise terminated, the Agreement shall automatically renew on a month-to-month basis. Customer acknowledges that upon such renewal all pricing is subject to change (unless otherwise expressly provided in writing for a specific duration). To terminate any recurring service, Customer must call 334-298-7000, or provide a hardcopy written notice of termination to BEAM delivered to the attention of Office Manager at 2400 Sportsman Drive, Phenix City, AL 36867.
 - b. **Termination for Breach:** In the event of any breach of the Agreement by Customer, the failure of Customer to abide by the rates, rules and regulations of BEAM, the failure of Customer to provide and maintain accurate registration information, or any illegal activity by the Customer using any BEAM Service, this Agreement may, at BEAM's option, be terminated and BEAM's Equipment removed. Failure of BEAM to remove such Equipment shall not be deemed abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to BEAM in the event that BEAM shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under the Agreement. BEAM may terminate this Agreement or BEAM may reject an application or block access to or use of any component of any BEAM Service for any reason including, but not limited to, if:
 - i. Customer violated the Agreement as to this or another BEAM account;
 - ii. the information required in the application process is or becomes incorrect, absent or incomplete;
 - iii. Customer threatened or harassed any BEAM employee, agent, contractor or representative;
 - iv. Customer's credit card issuer refuses a charge or any other payment method fails to compensate BEAM;
 - v. there is a violation of the terms this Agreement, or any BEAM policy to which Customer is or should be aware based on Customer documentation, notices to Customer or information and policies on BEAM's website, all as determined in the sole discretion of BEAM; or

vi. the amount of technical support required to be provided to Customer is excessive as determined in the sole discretion of BEAM.

Customer further agrees that in the event of termination pursuant to subsection (b), BEAM shall have no liability to Customer.

c. **Obligations Upon Termination:** The Customer agrees that upon termination of the Agreement:

i. Customer will pay BEAM in full for Customer's use of the Equipment and the Services, as applicable, up to the later of the effective date of termination of the Agreement, the date on which the BEAM Service has been disconnected, or the date on which the Equipment is returned to BEAM. The Customer agrees to pay BEAM on a pro-rated basis for any use by the Customer of any BEAM Service for a part of a month;

ii. Customer will promptly return all Equipment to BEAM. In the event that Customer fails to return any Equipment within ten (10) days of the termination of this Agreement in addition to Equipment charges contemplated in Section **Error! Reference source not found.**(c), Customer shall be liable to BEAM in accordance with BEAM's then current schedule of charges for non-returned Equipment.

d. **Renewal after Cancellation or Termination:** Customer acknowledges and agrees that in the event of renewal after cancellation or termination of a BEAM Service, Customer shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.

8. **Content and Services:** All services are subject to change in accordance with applicable law and notice.

9. **Rates:** All rates are subject to change in accordance with applicable law and notice.

10. **Disclaimer:** BEAM assumes no liability for any program, services, content or information distributed on or through the Services and BEAM expressly disclaims any responsibility or liability for Customer's use thereof. Further, BEAM shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

11. **BEAM's Reservation of Rights:** BEAM reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, BEAM will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Customer, and BEAM will provide any prior notice of suspension or termination that is required by law.

12. **Arbitration, Waiver of Class Action and Jury Trial.**

a. You or Company may elect to arbitrate any Dispute (as defined below) in accordance with the terms of this Section (the "Arbitration Provision.") If arbitration is demanded by either party in accordance with the terms herein, neither you nor Company will have the right to litigate that Dispute in court. In arbitration there is no judge or jury and there is less discovery and appellate review than in court. By agreeing to this Arbitration Provision, you may be waiving constitutional or statutory rights.

b. "Dispute" means any claim or controversy between you and Company regarding any aspect of your relationship with Company, 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 currently the subject of purported class action litigation in which you are not a member of a certified class. "Dispute" is to be given the broadest possible meaning that will be enforced.

c. **Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMPANY IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT. Requests must be sent by mail to 2400 Sportsman Drive, Attn: Legal Department Arbitration Opt-out, Phenix City, AL 36867. Your written notification to Company must include your name, address and Company account number as well as a clear statement that you do not wish to resolve disputes with Company through arbitration. Your decision to opt out of this arbitration provision will have no adverse effect on your relationship with Company or the delivery of services to you by Company. If you previously opted out of arbitration with respect to the account governed by this Agreement, you need not do so again.

d. **RESTRICTIONS:** (1) TO THE EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF ANY STATUTE OR OTHER LAW TO THE CONTRARY, YOU MUST CONTACT US 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 UPON SUCH EVENT, FACTS OR DISPUTE. (2) ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A

PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER CUSTOMERS, OR OTHER PERSONS SIMILARLY SITUATED.

- e. Selection of Arbitrator, and Applicable Rules and Law. The arbitration proceeding shall be administered by the American Arbitration Association (“AAA”) under the AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes that are in effect when the arbitration is initiated (collectively, “AAA Rules”). The AAA Rules are available at www.adr.org or by calling 800-778-7879. The Service provided to you by Company concerns interstate commerce, so the Federal Arbitration Act (“FAA”), not any state arbitration law, shall govern the arbitrability of all Disputes and the application and enforceability of this Arbitration Provision. Applicable federal law or Alabama law, however, shall apply to and govern the substance of any Disputes. No state arbitration statute shall apply to the arbitration proceeding. If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your Dispute with Company. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.
- f. Arbitration Procedures. The party initiating the arbitration proceeding may open a case with the AAA, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. An explanation of the procedures for initiating an arbitration proceeding are available at www.adr.org or by calling 800-778-7879. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by applicable law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys’ fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award granted by the arbitrator may be enforced in any court with appropriate jurisdiction over the parties.
- g. Arbitration Hearing and Location. If the Dispute is for \$10,000 or less, you may choose whether to conduct the arbitration solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the Dispute exceeds \$10,000, the AAA Rules will determine the right to a hearing. Any in-person hearing will take place at a location convenient to you in the area where you receive the Service from Company.
- h. Payment of Arbitration Fees and Expenses. Payment of all arbitration fees and expenses will be governed by the AAA Rules. Company will reimburse you for payment of your filing fee if you provide us with thirty days’ advance written notice, addressed to 2400 Sportsman Drive, Attn: Legal Department Arbitration Request, Phenix City, AL 36867, of your intent to seek arbitration, so that you and we have an opportunity to attempt to mutually resolve a dispute prior to the filing of arbitration. You are responsible for paying fees and expenses for your attorneys, witnesses, and experts in arbitration. Company will not seek attorneys’ fees and expenses in arbitration, unless the arbitrator determines the Dispute is frivolous or brought for an improper purpose. If the arbitrator determines that the Dispute is frivolous or brought for an improper purpose, you agree to reimburse Company for previous payments it made that otherwise would have been your obligation to pay under the AAA Rules and applicable law.
- i. Severability and Waiver of Jury Trial. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action and class arbitration waiver set forth herein is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the Dispute will be decided by a court. WHETHER IN COURT OR IN ARBITRATION, YOU AND COMPANY EACH HEREBY AGREE TO WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY TRIAL BY JURY.
- j. Small Claims Exclusion from Arbitration. You and Company agree that any claim that is not aggregated with the claim of any other Customer and whose amount in controversy is properly within the jurisdiction of a small claims court will not be subject to arbitration.

13. Limitations of Warranties and Liability. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY. Customer acknowledges and agrees that Company has priced its Service and entered into this Agreement in reliance upon the limitations set forth herein, and that the same form

an essential basis of the bargain between the parties. Customer understands and agrees that the limitations and exclusions of warranties and liability in this Agreement will survive and apply even if found to have failed of their essential purpose. If any of the exclusions in this Agreement are found to be invalid, Company's liability is limited to the maximum extent permitted by law.

No Warranties. CUSTOMER AGREES THAT USE OF THE SERVICE, EQUIPMENT AND ANY SOFTWARE SUPPLIED BY COMPANY IS AT CUSTOMER'S SOLE RISK. THE SERVICE AND EQUIPMENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Company does not warrant that transmissions sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time. The Services are not represented as fail-safe and are not designed for use in situations in which error-free or uninterrupted service is essential. You expressly assume the risk of any damages involving vital communications in which an error or interruption in the Service could lead to material injury to business, persons, or property. You understand that there is a risk that other users may attempt to access your Services, such as through the Internet or connected networks, and agree to take full responsibility for taking adequate security precautions and safeguarding your data.

Limitations of Liability; Exclusive Remedy. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICE HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICE, COMPANY EQUIPMENT AND ANY SOFTWARE, OR ANY BREACH BY COMPANY OF ANY OBLIGATION COMPANY MAY HAVE UNDER THIS AGREEMENT, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE. REGARDLESS OF CAUSE, COMPANY SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR FOR THE DEGRADATION OR INTERRUPTION OF, ANY SERVICE; FOR ANY LOST DATA OR CONTENT; IDENTIFY THEFT; OR ANY DAMAGE TO CUSTOMER EQUIPMENT, PROPERTY, OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICE. IN NO EVENT SHALL COMPANY'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO ACCESS AND USE THE SERVICE FOR A PERIOD OF THREE MONTHS. CUSTOMER HEREBY RELEASES COMPANY FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.**

Limitations of Liability for Service Failure; Outage Credits. Customer understands and agrees that the Service is not fail-safe and may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons that may be beyond Company's reasonable control. Temporary service interruptions shall not constitute a failure by Company to perform under this Agreement. Customer's sole and exclusive remedy for any service interruption is a pro-rated credit for monthly recurring service charges for complete failure of a Service of at least twenty-four consecutive hours. Service interruptions do not include any failure of a Service or loss of access to a Service that is caused by Customer or any person Customer permits to enter his property or use a Service, Customer's Equipment, loss of power at Customer's premises, or any force majeure event or other circumstance beyond Company's control. **TO QUALIFY FOR A CREDIT, YOU MUST REQUEST IT WITHIN 60 DAYS OF THE SERVICE INTERRUPTION.**

No Liability Arising from Content, Communications, or Third-Party Services. Customer acknowledges that content, communications, or applications that Customer may access or transmit through the Service are provided by independent content providers, over which Company does not exercise and disclaims any control. Company does not preview content or exercise editorial control; does not endorse any opinions or information accessed through the Service; and assumes no responsibility for content or other material received from a third party. Company specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include, without limitation, programs or content

of an infringing, abusive, profane or sexually offensive nature. Customer and other users accessing other content, communications, or applications through the Service do so at their own risk, and Customer holds harmless Company from any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content, communications, or applications, and from any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service or from the installation, maintenance or removal of any Service, network, or related equipment or software.

Force Majeure Event. Company shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Service or other inability to perform any obligations under this Agreement, directly or indirectly caused by circumstances beyond Company's commercially reasonable control, including but not limited to inability to use or damage to poles, cables, rights-of-way, communications satellite or other facilities; strike or labor disputes; disputes with service or content providers; acts of mischief, war, riot, terrorism or insurrection; pandemic or public health emergency; criminal, illegal or unlawful acts; natural causes; acts of God, fire, flood, lightening, wind, ice, earthquake, tornado, or other weather conditions or storm; explosion, power blackout, cable cut, or acts of third parties not acting under the direction of Company; unavailability of services or materials upon which the Service relies; mechanical or power failures; inability to access Customer premises; or any order, law, ordinance, or governmental or quasi-governmental action or inaction in any way restricting or delaying the operation or delivery of a Service.

Interference. Customer waives all claims against Company and its service providers, for interference, disruption, or incompatibility between Company Equipment or the Service and any other service, systems, or equipment. Should any antenna, or signal amplification system or other third-party device interfere with the Service provided by Company, Company is not obligated to distribute a signal to the Customer premises better than the highest quality which can be furnished as a result of such interference. In the event of such interference, disruption, or incompatibility, your sole remedy shall be to terminate the Service in accordance with the Agreement.

14. **Indemnification.** Customer agrees to defend, indemnify and hold harmless the Company, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons and entities involved in providing the Service or Company Equipment from and against any and all claims, losses, suits and expenses, including reasonable attorneys' fees, arising out of or related in any way to (a) the use of the Service or Company Equipment by Customer; (b) the use of any other products or services provided by Company; (c) the injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Company Equipment, facilities or associated wiring, (d) libel, slander, or the infringement of intellectual property or other rights arising directly or indirectly from the material transmitted over the facilities of Company or by Customer's use of or interaction with the Service or Equipment; (e) claims by the owner of property arising from Company's access of such property to provide a Service to Customer; and (f) against all other claims arising out of any act or omission of Customer, including but not limited to breach of this Agreement.
15. **Customer Use Of Service.** The Services are provided solely for Customer's personal, residential use and Customer shall not use Service for any commercial purpose, unless Customer has purchased a service expressly identified by BEAM as a commercial or business service ("Commercial Customer"). Customer will not, and will not permit another person, to: resell, redistribute, or provide unlawful access to any Service in whole or in part; falsify IP address, calling party number or other telephone signaling information, packet header, email header, sender, or user information, such as to mask the identity of the sender, originator or point of origin; intercept, redirect or otherwise interfere with communications intended for third parties; or use any Service in any manner that violates applicable law or this Agreement or for any unlawful or fraudulent purpose, harms or interferes with use of Company's network, interferes with the use or enjoyment of services received by others, infringes or facilitates the infringement of intellectual property rights, results in the publication or distribution of threatening, harassing, or offensive material, invades the privacy or security of any person, impersonates any person or entity, or attempts to gain unauthorized access to any network, computer, content, database or system. The Customer whose name under which the account for Service is established is responsible for any access, use or misuse of the Service and Company Equipment provided to them, whether authorized or not, including but not limited to the obligation to pay for all charges for additional telephone usage, on-demand programming, and other services. Customer is

responsible for selecting appropriate passwords and maintaining the confidentiality thereof, and for ensuring that all users understand and comply with all terms and conditions applicable to the Service.

16. **Secure Connection Requirements.** Without abrogating or otherwise limiting Customer's separate obligations to secure Customer's account and equipment under this Agreement, BEAM shall have the right to implement reasonable measures necessary to track, manage, and/or ensure the security of its network facilities, the video, phone, and/or Internet signals BEAM transmits or receives, and the connection between any device or application used by Customer, members of Customer's household, Customer's guests, or any third parties and BEAM's Equipment, system, or other network facilities (whether by physical, WiFi, wireless, software, or other means of connection), including without limitation authentication, access security, or other processes and means.

Without limiting any other rights BEAM may have under this Agreement, BEAM shall have the right to suspend, freeze, or otherwise cease Service or network access in the event and to the extent necessary to address any network or security concern that may arise with regard to activity on or through, conditions arising from or caused by the use, availability of, or access enabled at or through Customer's Service, Service location, equipment, or account.

17. **Access To Customer Premises.** Customer grants BEAM and its employees, representatives and agents the right to enter Customer's premises and access Company Equipment, the wiring within Customer's premises and Customer Equipment as Company deems necessary and appropriate to install, connect, inspect, maintain, repair, replace, disconnect, monitor, remove or alter Company Equipment, check for signal leakage, or to install or deliver the Service. Company or its authorized agent may disconnect, rearrange, splice or otherwise manipulate the existing wiring in or on Customer's premises, and drill, cut, and otherwise alter improvements on the premises (including walls, flooring, landscaping, and/or other surfaces) in order to install, maintain, or repair the Service. Customer shall cooperate in providing such access upon request of Company. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the permission of the owner of the premises for Company's personnel to enter the premises to install, maintain, and repair the Service and to make any alterations that Company deems appropriate for the work to be performed. BEAM's failure to remove its Equipment shall not be deemed abandonment thereof. If, in BEAM's sole determination and discretion, the installation and maintenance of Service requested at Subscriber's premises are or may become hazardous or dangerous to our employees, the public or property, BEAM may refuse to install and maintain such Service.
18. **Acknowledgments and Consent Regarding Recording of Communications and Contact Rights.** By providing your phone number as part of our established business relationship, and regardless of whether it is on the federal Do-Not-Call Registry (or state equivalent(s)), you consent to receiving calls and text messages from BEAM and/or our agents or vendors for any purpose, including sales, marketing, promotional offers, customer care, and/or collections, placed by any means, including autodialed or prerecorded voice calls and text messages. Consent is not a condition to purchase any goods or services. To opt out of future messages text STOP. For customer assistance text HELP.
- a. **Recording of Communications.** Customer acknowledges and agrees that all communications between Customer and BEAM may be recorded or monitored by BEAM for quality assurance or other purposes subject to applicable law.
- b. **Consent to Phone Calls and other Means of Communication.** Customer agrees that BEAM (or persons acting on BEAM's behalf) may use an automated dialing system and/or prerecorded voice to call, text or e-mail any landline or wireless phone number or e-mail address that Customer provides to BEAM for any non-promotional account, informational, or Service-related purpose such as, without limitation, collections and billing, appointment scheduling or confirmations, service alerts, security or network issues, or fraud violations. Subject to any limitations under applicable law, Customer may not opt-out of or revoke its consent to receive such communications, although you can manage your communication preferences by calling 334-298-7000.
- c. **Other Notices.** Customer authorizes BEAM to provide other notices using any method BEAM determines appropriate, including by electronic means (for example, email or online posting).
- d. **Other Consents.** BEAM may ask you to provide other consents or authorizations, including by electronic means, email or your equipment (for instance, using your remote control to request information regarding an advertiser's products or to "opt in" to a consumer study), and BEAM is entitled to assume that any consent or authorization BEAM receives through the Services or from your location has been authorized by you.

e. Email Address for Notice. Upon BEAM's request, Customer will provide BEAM with a current email address that Customer regularly checks so that BEAM may provide notices and communications to Customer at that address. BEAM's right to contact Customer as described in this Section survives the termination of these Terms of Service.

19. **Payment And Charges.** A list of applicable rates and fees is available from Company upon request ("Rate Schedule"). Company may offer promotional rates to other customers from time to time, and Customer agrees that Company is not obligated to offer such rates to Customer or to apply such rates retroactively in the event that they are offered to Customer. Company reserves the right to require payment of installation fees, deposits, and the first month of a Service in advance prior to activation or installation of a Service. Otherwise, monthly service charges (including Service Protection Plan charges) will be billed in advance, and usage, one-time and other charges will be billed in arrears (unless otherwise expressly provided herein). Customer is responsible for any and all charges, damages and costs that Customer or anyone using Customer's Service incurs. Company may charge a reasonable service fee for all returned checks and debit card, credit card or other charge-backs. Company has the right to present for payment via electronic funds transfer, any returned check or declined card amount and the applicable NSF Fee. By sending your check to us, you authorize us to send the information from your check electronically to your bank for payment or to present an image copy for payment; your original check may be destroyed. Your bank account will be debited in the amount of your check as early as the same day Company receives your payment. If Customer elects to pay by automatic recurring credit card, debit card or electronic funds transfer payments, Customer authorizes Company to charge such accounts. In addition to Customer's ordinary charges, additional fees may be imposed, including fees for early termination, reconnection, and service calls. Customer must notify Company in writing of any billing errors, disputes, or requests for credit within 60 calendar days of the date on the applicable invoice.
20. **Late Payment.** Payment is due on the date stated on the invoice. Late charges (as specified in the Rate Schedule) apply if for any reason (a) Company does not receive payment for the Service(s) by the payment due date or (b) you pay less than the full amount due for the Service(s). Company does not anticipate that you will fail to pay for the Service(s) on a timely basis, and does not extend credit to customers. The fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of Company's costs resulting from late payments and non-payments. If Company uses a collection agency or attorney to collect late payments, Customer agrees to pay the reasonable costs of collection including reasonable collection agency and attorneys' fees and arbitration or court costs. If Customer fails to pay the full amount due, Company, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive. Company may suspend Service after customer has been more than 30 days late in paying an invoice, but it reserves the right to do so at any time when a Customer is delinquent on a payment obligation. If Customer requests to resume Service(s) after any suspension, Customer may be required to pay a reconnection fee and the first month's charge for service.
21. **Taxes And Surcharges.** Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, governmental charges (excluding income taxes), contributions to government programs such as the Federal Universal Service Fund, and surcharges that Company is permitted by applicable law to collect from its customers, each as they may change from time to time, including any that become applicable retroactively. These may include but are not limited to surcharges for programming, license, copyright, retransmission of broadcast signals, supplier surcharges, gross receipts taxes on communications, and surcharges to recover Company's reasonable costs for complying with applicable government regulations.
22. **Customer Responsibility For Third Party Charges And Services.** It is Customer's sole responsibility to pay all charges or fees assessed by any third party service provider that Customer accesses via any Company Service. Company does not assist such providers in billing or collecting for their services, and Company will not intervene on Customer's behalf in a billing dispute with a third party provider.
23. **Enforcement.** Customer authorizes Company and its affiliates to cooperate with law enforcement authorities and other service providers in the investigation or prosecution of criminal violations and to enforce this Agreement. Such cooperation may include providing certain Customer identifying information to these parties, to the extent permitted by applicable law.

24. **Notice.** Company may deliver any required or desired notice to Customer by posting the notice on Company's website, in any invoice sent to Customer, by sending notice via email to any email address provided to Company by Customer, by publication, or U.S. postal mail to Customer's billing or service address. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Company may from time to time notify Customer about important information regarding the Service, Privacy Policy and the Agreement by such methods, Customer agrees to regularly check their postal mail, email, Citizen Newspaper, and all postings on the Company website.

25. **Miscellaneous.**

No Assignment. Customer may not assign, or transfer in any manner, the Service, this Agreement, Equipment supplied by BEAM, and/or any rights associated with this Agreement. BEAM may assign, transfer and/or sell this Agreement the rights and obligation of BEAM hereunder, in whole or in part.

Severability. If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

Survival. All representations, warranties, disclaimers, indemnifications, dispute resolution provisions (including the Arbitration Provision), payment obligations, and limitations of liability contained in this Agreement shall survive the termination of this Agreement, or your Service with Company, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

Modifications. Customer may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose. Company may modify the Agreement pursuant to the change provisions set forth herein.

Entire Agreement. This Agreement, the Privacy Policy, Rate Schedule, and BEAM policies and other terms and conditions of service as posted on the BEAM website, from time to time, constitute the entire agreement between the parties and supersede and nullify all prior understandings, promises or undertakings with respect to the Service and Company Equipment. No undertaking, representation or warranty made by an agent, employee or representative of BEAM in connection with the sale, installation, maintenance or removal of BEAM's Service or Equipment shall be binding on BEAM except as expressly included herein. Customer agrees that, if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If BEAM fails to insist upon or enforce strict performance of any provision of this Agreement, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

Governing Law. This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Alabama, without regard to its conflicts of law provisions.

No Third Party Beneficiaries. The parties agree that the terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement (except to the extent that this Agreement expressly otherwise provides with respect to any such third parties, including without limitation under the terms of Section **Error! Reference source not found.**), that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights under this Agreement nor the right to require the performance of obligations by either of the parties under this Agreement.

No Waiver. The failure of Company to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Company or the ability to assert or enforce such right at any time in the future.

ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICE

In addition to the general terms above, the following additional terms are applicable to Video Service:

Use of Service. You may not rebroadcast, transmit, record, perform, or charge admission to view or listen to any of the programming made available by the Service unless you obtain and pay for any public performance licenses. Customer is responsible for assuring that adult-oriented programming services are not ordered or viewed by persons less than 18 years of age.

Programming Availability. Company has no obligation to provide any particular programming service or channel as part of its Service, and Customer agrees that you are not entering into this Agreement or purchasing the Video Service in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included. Purchase of individual premium channels requires a subscription to one of Company's programming tier packages. In the event particular programming becomes unavailable, either on a temporary or permanent basis, such as due to a dispute between Company and a third party programmer, Company shall not be liable for compensation, damage, credits or refunds of fees for the missing or omitted programming, except that Company may provide pro-rated refunds for programming that had been purchased on an a la carte basis. Customer's sole recourse in such an event shall be termination of the Video Service. Company has the right at any time to preempt, without prior notice, specific programs or services advertised as available to customer and to determine what substitute programming, if any, shall be made available. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

Parental Control. Video Service includes material that some persons may consider to be offensive, sexually explicit or objectionable. Applications that enable users to block certain programming, i.e., parental controls, are available through certain Company Equipment rented by Company and also from third parties. The Company makes no representation or warranty regarding the effectiveness of such parental control applications.

ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICE

In addition to the general terms above, the following additional terms are applicable to Internet Service:

Use of Service. Customer shall not and shall not allow others to use the Internet Service to: (a) transmit any file that contains a virus, lock, key, bomb, worm, spyware, time bomb, cancel bot, corrupted file, root kits, Trojan horse or other harmful or debilitating feature that may damage the operation of another's computer, network, system or other property, or be used to engage in hijacking; (b) distribute any mass unsolicited e-mail or other communication, including commercial advertising (except that Commercial Customers may send commercial email, provided that such emails provide recipients a means for opting-out of future communications), solicitations for donations, or chain mail; (c) cause any unusually large burden on the network or otherwise generate large levels of traffic; (d) use, possess, post, transmit or disseminate material that is obscene, profane, pornographic, unlawful, threatening, abusive, libelous, slanderous, defamatory, encourages conduct that would constitute a criminal offense, or gives rise to civil liability; (e) access or use, without the consent of the owner, any computer, software, data, confidential or proprietary content, or copyrighted, trademarked or patent protected material; (f) interfere with computer networking or other services to or from any Internet user, host or network, including but not limited to perpetrating denial of service attacks, overloading a service, improper seizure or abuse of operator privileges, hacking, or attempting to crash a host or service; (g) operate a commercial server in connection with the Service, including FTP, IRC, SMTP, POP, HTTP, DNS or any multi-user forums (Commercial Customers excepted); (h) scan any device without the knowledge or consent of such person; or i) use an IP addresses that the Customer does not have a right to use. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Company policy in accordance with the DMCA and other applicable laws to reserve the right, in appropriate circumstances, to terminate the Service provided to any Customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Company, in its sole discretion, believes is infringing these rights. Company may terminate the Service at any time with or without notice for any affected customer or user.

Personal Web Pages and Content. Customer is solely responsible for any information, material or content that

Customer publishes on its web pages or otherwise makes available on the Internet. Customer should take appropriate precautions to prevent minors from receiving inappropriate content. Company reserves the right to refuse to post or to remove any information, materials or content, in whole or in part, that it deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Service Performance and Network Management. Company has no obligation to track usage of Customer; however, as part of providing the Service and in order to protect from unauthorized reception of Service, Company may track certain usage, patterns and selections indicated by Customer or other information necessary to satisfy any law or regulation, to properly operate the Internet Service and to protect Company, its system, network, services, equipment and customers. Customer agrees that actual upload or download speeds that are experienced at any given time will vary based on a number of factors, including the capabilities of Customer's equipment, Internet congestion, the performance of network equipment, the technical properties of websites visited, environmental factors, the content and applications accessed, the condition of any lines between these two points, and any network management tools and techniques employed by Company. If the Customer uses their own modem and/or router and it is anything less than DOCSIS 3.1, there is a strong possibility that you will not receive the internet speeds you are purchasing. A service charge may be imposed upon the dispatch of a technician for issues related to slow speeds due to customer owned equipment. Company reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes, but is not limited to: port blocking, e-mail scanning, denying e-mail access or transmission, and putting limits on bandwidth and e-mail usage. Information about Company's network management practices and performance is available on the Company's website. Customer and Customer's Internet Service are subject to the limitations and requirements set forth therein, including any provisions related to bandwidth and data usage and storage.

Equipment. Whether the modem is owned by Customer or Company, Company shall have the unrestricted right, but not the obligation, to upgrade the firmware in the cable modem at any time that Company, in its sole discretion, determines it is necessary or desirable.

Security; Network Integrity. Company does not guarantee that Customers are protected from hackers, viruses, malware, or other harmful elements that may result from using the Internet Service, and as such, Customer should not rely on Company to provide such protection. Company does not encrypt Customer's traffic and third parties may be able to access Customer's traffic and devices from across the Internet, including your software, files and data. Customer is solely responsible for any security devices or software that you choose to connect or install on your devices. It is Customer's responsibility to protect Customer's computer and data from harmful malware by installing firewall and other anti-virus software. Company may run third party virus check software or other protection measures over its network; however, Company does not represent, warrant or covenant that such measures will detect, repair or correct any or all harmful material. BEAM will take appropriate (as decided by BEAM's sole discretion) action against Users infected with computer viruses or worms to prevent further spread.

Back-up. Customer agrees to back-up all existing computer files prior to initiation of or any change in Service, equipment or software, and accepts sole responsibility for lost or damaged files, data or programs. Company shall have no liability whatsoever for any damage or loss or destruction of any of Customer's software, files, data or peripherals.

ADDITIONAL TERMS APPLICABLE TO PHONE SERVICE

In addition to the general terms above, the following additional terms are applicable to Phone Service:

Limitations of Phone Service and 911 Dialing.

- a. *Power/Network Outages.* PHONE SERVICE INCLUDING 911 WILL NOT WORK IF ELECTRICAL POWER IS NOT AVAILABLE OR IF COMPANY'S NETWORK IS NOT WORKING PROPERLY. The Company Equipment for Phone Service is intended to include a battery that will enable Customer to make and receive calls for a limited period of time in the event of a power failure, but it is Customer's responsibility to ensure that such battery is present and functional and to replace same when necessary. Company recommends that you maintain at least one non-cordless phone to be able to use the service for a period of time in the event of a power failure.

Correct Address. Prior to initiating the Phone Service, Customer must provide Company the valid street address where the Phone Service will be utilized. Customer may not to move the phone modem from the location it was originally installed. Commercial customers with multiple telephone lines are responsible for assuring

that each telephone device is programmed to transmit to 911 systems additional information such as room number, floor number, or similar information necessary to adequately identify the location of the calling party. IF CUSTOMER MOVES THE PHONE MODEM FROM THE REGISTERED ADDRESS, CUSTOMER'S PHONE SERVICE MAY NOT FUNCTION PROPERLY AND 911 OPERATORS MAY NOT BE ABLE TO IDENTIFY THE CORRECT LOCATION OF A CALLER IN THE EVENT OF AN EMERGENCY.

Not All Equipment, Services, and Call Types Supported. The Voice Service may not be fully compatible with all types of third-party equipment and services. It is the Customer's responsibility to test such compatibility prior to any time at which the Customer may need to rely on such equipment and services, including but not limited to home security and alarm systems, medical monitoring systems, fax machines, dial-up modems, TDD/TTY or other hearing impaired devices, rotary phones, and PBX equipment. Voice Service is not guaranteed to complete all call types or access all functions offered by other telephone service providers, such as busy line verification and busy line interruption, shore-to-ship calling and other satellite-based services, three-digit N11 codes not required to be completed by law, and certain function codes preceded by an asterisk such as automatic callback and automatic recall. Company reserves the right not to complete calls to dial-around services (10-10-XXX), 900 or 976 telephone numbers, operator assisted calling (including person to person and station to station calling), or any other call types in which charges typically would be billed to the originating caller on behalf of a third party and Company might be expected to act as a collection agent. If Company completes any such call, Customer is responsible for paying all charges passed through by Company. Company shall have no liability for Customer's inability to use any third-party equipment or services, complete or receive calls, or for any of the other limitations described in this paragraph, and Customer's sole remedy therefor is to purchase additional or replacement voice services from a third party.

LIMITATION ON LIABILITY. IN ADDITION TO THE LIMITS FOUND ELSEWHERE IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO COMPLETE A CALL TO 911, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY (AND ANY OF ITS THIRD PARTY SERVICE PROVIDERS THAT PROVIDE SERVICES TO COMPANY IN OR FOR COMPANY TO PROVIDE PHONE SERVICES TO YOU) FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE.

Additional Charges Related to Phone Service. In addition to recurring charges, Customer agrees to pay Company for all usage-based charges including, but not limited to, collect calls, international calls, directory assistance, and operator-assisted calls.

Phone Numbers/Portability.

b. *Switching to Company.* If Customer is switching from another provider, Customer may transfer their existing phone number to the Phone Service (in certain areas), provided that the following conditions apply: (1) Customer requests the phone number transfer at the time the order is first placed; (2) Customer provides complete and accurate information; (3) Customer's current provider releases the phone number without delay and without imposing non-industry standard charges; and (4) transfer of Customer's phone number would not, in Company's sole discretion, violate applicable law or Company's processes or procedures. In the event that the Customer desires to cancel or reschedule their installation date, Customer must notify Company no later than two business days before the installation date in order to prevent Customer's phone service from being interrupted. It is the Customer's responsibility to cancel Customer's pre-existing services purchased from other providers.

Switching from Company. To transfer your phone number from Company to another provider, Customer must place the order to transfer through Customer's new service provider and not through Company. Company will release Customer's phone number to Customer's new provider, provided that: (1) Customer's new provider submits a properly completed transfer request; (2) Customer's new provider will accept transfer of the phone number without delay or charge; and (3) transfer of Customer's phone number to the new provider would not, in Company's sole discretion, violate applicable law or Company's processes or procedures.

Telephone Numbers. If Customer is receiving a new phone number from Company, such number may change prior to the time of installation of service. Customers must not use, publish or advertise any phone number until Service has been activated. The Customer has no property or other right in the phone number and

Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of the number.

Directory Listings: Company may make available an option to list your name, address, and/or telephone number in a published directory (whether in print or online) or directory assistance database. The alphabetical list of customer names is for the purpose of informing interested parties of the telephone number and address of listed customers, and special position or arrangement of names may be provided for an additional charge. Listings shall conform to the publisher's practices with respect to published directories. For an additional fee, Customer may choose to have a non-published phone number. Company will make reasonable efforts to prevent the disclosure of non-published numbers, but in no case will Company be liable should such number be divulged. In the event that one or more of the following conditions occurs: (1) you request that your name, address and/or phone number be omitted from a directory or directory assistance database, but that information is included in either or both; (2) you request that your name, address and/or phone number be included in a directory or directory assistance database, but that information is omitted from either or both; or (3) the published or listed information for your account contains material errors or omissions, then the aggregate liability of Company and its suppliers and agents shall not exceed the monthly charges, if any, which you have actually paid to Company to list, publish, not list, or not publish the information for the affected period. You shall hold harmless Company and its suppliers and agents against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by any errors and omissions related to directory listings.

IMPORTANT INFORMATION REGARDING YOUR BEAM PHONE SERVICE

Note: The Phone Modem insert only applies to those customers that currently receive BEAM VoIP phone service. BEAM's VoIP phone service will not function in the event of a power outage, unless the BEAM modem (the EMTA) is equipped with a functioning battery backup or other power source, which will provide power to the EMTA for a limited period of time. IT IS YOUR RESPONSIBILITY ALONE AND NOT BEAM'S TO OBTAIN AND INSTALL A BACKUP BATTERY (OR OTHER POWER SOURCE) AND TO REGULARLY CHECK THE BATTERY INDICATOR LIGHTS LOCATED ON YOUR EMTA AND TO IMMEDIATELY REPLACE THE BATTERY IN THE EVENT THE EMTA INDICATES "REPLACE BATTERY" OR "BATTERY LOW." Consequently, it is important that you monitor the battery indicator lights on your BEAM EMTA.

YOUR EMTA MAY NOT BE EQUIPPED WITH A BATTERY BACKUP. IN THAT CASE, YOU MUST AT YOUR OPTION PROVIDE IT OR ANOTHER POWER SOURCE AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS. BY USING THE BEAM PHONE SERVICE, YOU AGREE TO ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH OBTAINING, INSTALLING AND MONITORING A BATTERY OR OTHER POWER SOURCE, AND OBTAINING AND INSTALLING A NEW BATTERY TO REPLACE AN INOPERABLE OR LOW FUNCTIONING BATTERY.

If there is no battery backup included with your BEAM Phone or if your battery is exhausted, dislodged or inoperable, you will not have battery backup power to your BEAM Phone service and therefore your BEAM Phone service, including E911 service, will not function in the event of a power outage unless you have another power source for your phone. Please remember that a backup battery source only powers the advanced modem, not your phone. In order to have phone service in the event of a power outage, you must use a phone that is not dependent on a power source to function.

Depending on the advanced modem you have, if your "Battery Low" or "Replace Battery" light is on, or if the "Battery" light is flashing, your advanced modem battery power is running low and should be replaced. BEAM offers new residential customers the option to purchase a battery for your EMTA. If you purchase a backup battery from BEAM, the expected stand-by duration of power is eight (8) hours, but the talk time is significantly less than that, so you should minimize talk time during any extended power outage. For best result, batteries should be stored at temperatures that do not exceed 77°F (25°C). Improper storage will reduce battery life.