Service Publication - FIRE DOG BUSINESS CUSTOMER AGREEMENT

The FIRE DOG Multi-Service Business Customer Agreement ("MSA") and this Service Publication sets forth the terms and conditions under which FIRE DOG will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We refer to "FIRE DOG" as FIRE DOG SSC LLC and its affiliates, suppliers, subcontractors and/or distribution partners (collectively "FIRE DOG"). FIRE DOG or its affiliates, suppliers, subcontractors and/or distribution partners may contract with one or more independent contractors (also referred to herein as "third-party service providers") to provide some or all of the Service as "FIRE DOG", "we", "us", or "our". You acknowledge and consent to the provision of some or all of the Service by one or more independent contractors engaged by FIRE DOG or its affiliates for such purposes. In this Agreement, references to "we", "our Service Technicians", the "Service", and services provided by "us" or "FIRE DOG", refer both to FIRE DOG and to such independent contractors and their technicians and the services provided by them under such engagements by FIRE DOG or its affiliates, suppliers, subcontractors and/or distribution partners. We refer to you as the "Customer", "you" or "your."

Subscription to Services. By signing or electronically submitting this Agreement to FIRE DOG, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by FIRE DOG either electronically or in writing, (ii) FIRE DOG begins providing the Services described in the Service Order, or (iii) FIRE DOG begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon FIRE DOG's engineering review to determine the serviceability of the premises. If FIRE DOG determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement. Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, FIRE DOG shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

1. Terms and Conditions of Service. Customer's use of the FIRE DOG Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at http://www.firedogssc.com/legal (the "General Terms"), which may be modified by FIRE DOG from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at http://www.firedogssc.com/legal or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by FIRE DOG from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable FIRE DOG Privacy and Acceptable Use Policies, which are available for review at http://www.firedogssc.com/legal, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by FIRE DOG, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the FIRE DOG Web site at http://www.firedogssc.com/legal (or any successor url(s)). Accordingly, customers and users of the FIRE DOG Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if FIRE DOG makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If FIRE DOG agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

2. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet, Wi-Fi, phone, and other services will not change. Video service prices are subject to increase at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

3. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO FIRE DOG'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: FIRE DOG'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. FIRE DOG MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE FIRE DOG EQUIPMENT FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY FIRE DOG IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF FIRE DOG DOES NOT PROVIDE A BACKUP BATTERY POWER FOR FIRE DOG EQUIPMENT, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR FIRE DOG PROVIDED EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE FIRE DOG SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST TEN (10) BUSINESS DAYS AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. IT IS YOUR RESPONSIBILITY TO LOGIN TO YOUR PHONE SERVICE PORTAL TO ADD AND/OR UPDATE YOUR E911 INFORMATION. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, FIRE DOG SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

4. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications

service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet, Wi-Fi, phone, and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by writing us at: FIRE DOG, Attn: FIREDOG CPNI Notices, 225 PKWY 575, #2141, Woodstock, Georgia, 30188. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial in writing.

5. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

6. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to FIRE DOG, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or other materials until after the install is complete.

7. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to FIRE DOG for the listing service.

8. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement before the expiration of the agreed upon Term without cause or FIRE DOG's early termination of the Agreement for cause, will require that Customer pay to FIRE DOG an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of FIRE DOG including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form for all months remaining in the applicable Service Order Term. Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause will require that Customer pay to FIRE DOG an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of the downgrade; plus (b) all related reasonable expenses of FIRE DOG including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges, all previously waived non-recurring charges for the Services and/or costs associated with implementing the downgrade; plus (c) 75% of the difference between the monthly recurring charges at the rates stated in the original Service Order form and the monthly recurring charges at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Unless otherwise agreed to by Customer, non-bulk video services are not subject to early termination fees. Customer agrees that FIRE DOG's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains FIRE DOG Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect FIRE DOG's current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify FIRE DOG Customer Care by written notice to FIRE DOG at FIRE DOG, Attn: Customer Agreement Terminations, 225 PKWY 575, #2141, Woodstock, Georgia, 30188. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to FIRE DOG.

9. Access to Premises and Installation of System. Customer grants FIRE DOG the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to FIRE DOG, shall secure and maintain all necessary rights of access to the service location(s) for FIRE DOG to install, operate and remove its equipment and provide the Services. FIRE DOG in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If FIRE DOG's access rights to the service location are terminated or restricted, early termination fees will apply.

10. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

11. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both FIRE DOG and our program provider. Customer shall indemnify and hold FIRE DOG harmless against and from any violation of this provision.

12. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized FIRE DOG Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on FIRE DOG. This Agreement shall be governed by and construed in accordance with federal law, internal laws of the State of Georgia, and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without FIRE DOG's prior written consent. Any duty or promise of FIRE DOG under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.