Service Publication - General Terms and Conditions

The Customer (sometimes referred to as "you" or "your") identified on the Multi-Service Business Customer Agreement ("MSA") and/or applicable Service or Work Order for the installation and delivery of FIRE DOG cable, Wi-Fi, phone and/or Internet or other services (the "Service" or "Services") agrees to be bound by the provisions of: (i) the Service Publication General Terms and Conditions set forth herein (the "Agreement"); (ii) the terms and conditions set forth in the Business Customer Agreement; (iii) acceptable use, privacy or other policies, or service guides (the "Service Policies") adopted by FIRE DOG, which may also include separate service level, product description, service usage or other service agreements ("Ancillary Agreements"), are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement (collectively, the "Terms"), as the same may be adopted and amended from time to time by FIRE DOG in accordance with the Terms and applicable law. 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.

1. **Subscription to Services**. FIRE DOG offers its business cable (video), Wi-Fi, Internet, phone, and other Services as they may exist from time to time and as more particularly described in this Agreement, the Business Customer Agreement and/or an applicable tariff, to Customers who establish an authorized business account ("Account") and pay the service fees to subscribe to the Services at rates and fees more particularly described in the Business Customer Agreement or business service order form (the "Service Order") or an applicable price list or tariff. All services are subject to the availability of necessary and suitable facilities, and FIRE DOG shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of a service, including but not limited to equipment and system requirements. Customer, by signing or submitting electronically the Business Customer Agreement (or by using or paying for the Services), subscribes to the identified Services at the specified service locations and agrees to use the Services in compliance with the Terms, as they may be revised, restated, amended and/or supplemented from time to time. 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. 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. When a Service Order becomes effective it shall be deemed part of, and shall be subject to this Agreement.

2. **Tariffs**. Notwithstanding anything to the contrary in this Agreement or the Terms, FIRE DOG may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in this Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. FIRE DOG's operating affiliates provides certain telephone services to some customers that are subject to applicable tariffs and/or price lists for the state or federal jurisdiction in which Service is provided, which are incorporated into this Agreement by this reference, and control in the event of a conflict with any other provision of this Agreement. Some FIRE DOG affiliates may also provide certain interconnection and other services to other FIRE DOG affiliates in other FIRE DOG service areas, in accordance with applicable state and federal tariffs. Said tariffs and/or price lists may be replaced, amended or changed from time to time by FIRE DOG or any regulator with jurisdiction, and the Parties agree to be governed by all applicable regulatory orders, rules, and regulations associated with FIRE DOG's provision of such Services. If FIRE DOG voluntarily or involuntarily cancels or withdraws a tariff, or if a tariff expires or is otherwise terminated, under which a Service is provided to Customer, the Service will thereafter be provided pursuant to this Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation, withdrawal, expiration or termination. In the event that FIRE DOG is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Service Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

3. **Access to Premises and Installation of System.**

   A. Customer grants FIRE DOG the right 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 and provide the Services. Customer further agrees: (i) to provide FIRE DOG's representative with access at reasonable times to the premises to install, inspect, replace, repair, relocate, alter, operate, remove and maintain the system supplied by FIRE DOG and, upon the termination of Service, to remove the system from the premises (it being understood that FIRE DOG's failure to remove its property shall not be deemed an abandonment thereof); (ii) not to permit, allow or encourage any other provider of cable, Internet, Wi-Fi, telecommunications, or other services to utilize any component part or portion of the system installed by FIRE DOG; (iii) not to disturb, alter or change any of the locations of any of FIRE DOG's system; (iv) not to attach or connect any equipment or devices, directly or indirectly, to the system without the prior written consent of FIRE DOG; (v) not to utilize, interfere with or cause interference with any component part or portion of the system installed by FIRE DOG or permit any activity that would interfere with FIRE DOG's delivery of Services to the service locations; (vi) to cooperate with FIRE DOG in the installation of the system; (vii) to provide sufficient space within the premises for installation of system equipment and components; (viii) that the installation may require drilling, cutting and other alterations to improvements on the premises (including walls, flooring and/or other surfaces) and that FIRE DOG assumes no obligation to restore or repair any such alterations or damages adjacent to such alterations (except to the extent such damages are attributable to the sole negligence of FIRE DOG); (ix) to allow FIRE DOG, in its discretion, to use for the provision of FIRE DOG Services any existing wiring, conduit and/or other devises located within or installed upon the premises; and (x) to confer upon FIRE DOG all other rights and privileges reasonably necessary or convenient for FIRE DOG's safe and efficient installation, operation and maintenance of the system and for the full enjoyment and use of the rights described above.

   B. Customer agrees to provide FIRE DOG, at Customer's expense, with dedicated, isolated 110-volt 30-amp AC Power at the Customer's Main Demarcation Point(s), and dedicated, isolated 110-volt 20-amp AC Power at all Sub-Demarcation Point(s). Core drilling is not included. Customer agrees to pay for any core drilling necessary per FIRE DOG's requirements. Customer grants FIRE DOG the

right to use any existing or future conduit. If existing conduit is broken, restricted, or otherwise not accessible, additional charges may apply.

C. Customer agrees to indemnify and hold FIRE DOG harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of the breach of this Section. IF FIRE DOG'S ACCESS RIGHTS TO THE SERVICE LOCATION ARE TERMINATED OR RESTRICTED, EARLY TERMINATION FEES WILL APPLY.

D. Each Service Order submitted by Customer shall be subject to an engineering and system installation review by FIRE DOG. The review will determine the extent of existing cable plant and other facilities within the premises, and whether and to what extent FIRE DOG's cable plant must be extended, built or upgraded in order to provide the ordered Services at the requested service location(s) within the premises. FIRE DOG will provide Customer written notification in the event Service installation at any service location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected service location(s).

4. **General Use Policies, Limitations and Restrictions.**

A. The Services are to be used solely for general business and commercial purposes. Customer agrees that:

(i) the Services provided by FIRE DOG will be utilized solely in accordance with all applicable laws and regulations and for Customer's use; (ii) Customer shall not sell, resell sublease, assign, license, sublicense, share, provide, or utilize in conjunction with or otherwise offer or make the Services available to other users, service locations or tenants, and shall not charge others to use the Services, in whole or in part, directly or indirectly, or on a bundled or unbundled basis. Customers are specifically prohibited from permitting other users and/or locations to access the FIRE DOG Internet service, whether through wireless or other means; and (iii) Customer will adhere to any FIRE DOG policies, rules and regulations provided to Customer. Customer acknowledges that FIRE DOG may change such policies, rules and regulations at any time.

B. Customer (or Customer's authorized representative and each end user of Customer's Account) is at least 18 years of age. Customer has provided and will continue to provide to FIRE DOG accurate, complete, and current Customer information, including but not limited to Customer's legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). Customer agrees that during the term of this Agreement Customer will promptly notify us if there is any change in the information that Customer has provided to us in accordance with the terms of this Agreement. If Customer fails to provide and maintain accurate information, Customer is in breach of this Agreement.

C. Customer is responsible in all respects (including all payment obligations) for all use of its Account in all circumstances, including under any screen name or password by any person (a "user"), and even if incurred as the result of fraudulent or unauthorized use of the Services. FIRE DOG may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. FIRE DOG reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent, illegal or unauthorized use by Customer or any other user. Customer must ensure that all use of its Account complies fully with applicable laws and regulations, and the Terms, including any operating or acceptable use rules and policies that may be promulgated from time to time by FIRE DOG. Customer further acknowledges and agrees that it is solely responsible and liable for any and all breaches of the Terms, whether the breach is the result of use of the Services and/or any FIRE DOG Equipment or software by Customer, its employees, agents, customers, guests or other users. Customer agrees to indemnify, defend and hold harmless FIRE DOG and its affiliates, employees, officers, suppliers and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Services and/or the FIRE DOG Equipment or software or the breach of the Terms by Customer or any other user of the Services.

D. Use of the Services must respect the property rights of FIRE DOG and others. Title and intellectual property rights to the Services are owned by FIRE DOG, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Services without express prior written consent from FIRE DOG and other owners of such material is prohibited.

E. FIRE DOG shall have the right, upon reasonable prior notice and during Customer's normal business hours, and subject to any reasonable security requirements, to audit Customer's use of the Service, to ensure Customer's compliance with these Terms and any applicable Business Customer Agreement. In the event that FIRE DOG's audit reveals that Customer's usage of the Service exceeds Customer's rights hereunder or under any applicable Business Customer Agreement, FIRE DOG may charge to Customer an amount equal to one and a half times the Service charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay FIRE DOG's then-current fees for such additional usage.

F. Any breach of this Section 4 shall be deemed a material breach of this Agreement. In the event of such material breach, FIRE DOG shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of FIRE DOG, and then to notify Customer of the action that FIRE DOG has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

5. **Payment for Services.**

1. Unless otherwise agreed to in writing, Customer shall pay FIRE DOG all service installation charges prior to the installation of Services. Customer further agrees to timely pay all charges, taxes and fees for the Service, including, but not limited to, installation/service call charges, monthly service charges, FIRE DOG Equipment charges, measured, per call or other usage-based or separately billed charges, and the Separate Fees and Charges described in Section 6. Customer may be charged an additional payment convenience fee for

payments made through a customer care representative or at a FIRE DOG payment center. Except as otherwise indicated herein or in the applicable Customer Agreement or Service Order(s): (i) the Separate Fees and Charges and nonrecurring charges may be changed by FIRE DOG without notice during the Term; and (ii) recurring monthly charges for Services may be increased by FIRE DOG in accordance with Sections 28 and 29.

6. **Pricing Policy.** Prices and price guarantees exclude taxes and fees, however designated, including but not limited to applicable regulatory, PEG and franchise fees, and regulatory recovery fees, cost recovery charges, Subscriber Line Charges, Network Line Fees, PRI charges, other carrier access fees and/or access fees, Carrier Service Fees, surcharges, the Broadcast TV fee, Sports Surcharge, excises, program related fees (such as universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system), additional equipment, installation, late fee, service call and repair charges, and measured, per call or other usage-based or separately billed charges (collectively, the "Separate Fees and Charges"). The Separate Fees and Charges will vary depending upon your service location and the services to which you subscribe. Not all of the Separate Fees and Charges apply to all services. Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the service at the end of the promotional period, unless the customer's service is earlier terminated for any reason. **Any promotional, discounted or guaranteed price for service applies only to the price of the particular service or services identified, and excludes the Separate Fees and Charges.**

7. **Taxes, Fees and Other Charges**. Customer shall pay all applicable local, state or federal fees or taxes, however designated (which includes any sales, use or excise taxes, and property taxes related to Customer's property). Customer will be responsible to pay any Service charges, payment obligations, fees and taxes that become applicable retroactively. FIRE DOG reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise and PEG fees (if any), regardless of whether FIRE DOG or its affiliates or non-affiliated carriers pay the fees directly or are required or authorized by an order, rule, or regulation of a taxing jurisdiction to collect them from or charge them to Customer. These obligations may include those imposed on FIRE DOG, its affiliates or non-affiliated carriers by statute, order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that FIRE DOG, its affiliates or non-affiliated carriers are required or authorized to collect from or charge to the Customer, or to pay to others in support of statutory or regulatory programs. For example, FIRE DOG may charge its commercial phone customers a monthly regulatory recovery fee to help defray FIRE DOG's contributions to certain governmental programs, and it may (directly or as an offset of all or part of the Subscriber Line Charge of its affiliated phone company, ClarityTel.com, or other affiliated or non-affiliated interconnection carrier) charge a Subscriber Line Charge, Network Line Fee and/or Carrier Service Fee to offset costs associated with connecting customers to the telephone network and/or other regulatory costs. **These charges are not a tax, and are not government-mandated and are subject to change.** FIRE DOG may also impose a separate fee to recover or offset specifically identified costs, such as programming or retransmission consent costs. **FIRE DOG may impose a Broadcast TV fee, Sports Surcharge and similar cost recovery fees on those customers who subscribe (whether alone or as part of a bundle of services) to FIRE DOG cable television service. These fees are not a government mandated taxes or fees and are subject to change. The fees are in addition to other charges associated with the FIRE DOG cable television services.** Taxes, government-related fees and non-government mandated charges and fees may be changed at any time with or without notice. **The taxes, fees and charges will vary depending upon your service location and the services to which you subscribe.**

8. **Invoices; Late Fees and Other Charges**. Recurring service charges and fees will be billed monthly in advance. Charges based upon actual use of the Service (including but not limited to charges for VOD, per-per-view, international calls, directory assistance, operator assisted calls, service calls, maintenance and repairs) will be billed in the next practicable monthly billing cycle following such use. Customer must pay all monthly charges for the Services on or before the due date stated on the monthly bill. If you pay your bill through a customer care representative or at a FIRE DOG payment center, there may be an additional payment convenience fee. Any amounts not paid to FIRE DOG within such period will be considered past due. Failure to pay charges invoiced or failure to pay on time may result in discontinuance of Service, the removal of equipment delivered and/or the imposition of interest, early termination charges, late payment charges (not to exceed the highest charges allowed by law) and/or service charges. **YOU WILL BE ASSESSED A LATE FEE PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 30 DAYS FROM THE BILLING DATE,** in addition to any past due balance. The current late fee is set forth in the price list applicable to your service area or can be provided to you on request. An additional charge may be imposed if a check or other form of payment is not honored due to insufficient funds or credit. If you make payment by check, you authorize FIRE DOG to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by FIRE DOG and that any such notations shall have no legal effect. In the event collection activities are required, a collection and/or trip charge (as determined by FIRE DOG in its sole discretion), in addition to all expenses and fees (including attorney fees) incurred by FIRE DOG will be paid by Customer. FIRE DOG reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If we accept a partial payment, we do not waive our right to collect the full balance owed to us. In the event Customer pays FIRE DOG an amount in excess of the amount invoiced for the current billing period cycle, Customer agrees that FIRE DOG will apply the overpayment to the Customer's next monthly billing statement. **Billing Statement Errors and Disputes**. Notwithstanding anything in these Terms to the contrary, Customer must provide to FIRE DOG written notice of any billing statement errors or disputed charges within sixty (60) days from the date of the bill. Customer should send written notice to: FIRE DOG Customer Services, 225 Parkway 575 #2141, Woodstock, GA, 30188. Customer must have and present a reasonable basis for disputing any amount charged. If Customer fails to object to a billing statement in writing within the 60 day period, Customer waives its right to a refund or credit associated with such billing error or dispute. In all events, Customer is required to pay the undisputed amount of the billing statement. Customers who choose the recurring payment option agree that they are responsible for ensuring that accurate deductions are in place with their financial institution. In no event will FIRE DOG be liable for reimbursement of inaccurate recurring payments unless notified in writing by Customer within sixty (60) days of the deduction. FIRE DOG does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit, service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. **Electronic Check Conversion.** When you pay your bill by check, you authorize us to either use the information from your check to make a one-time electronic funds transfer (EFT) from your account or to process the payment as a check transaction. When we use information from your check to make an EFT, **funds may be withdrawn from your account as soon as the same day we receive your payment**, and you will not receive your check back from the bank. If your payment is returned unpaid,

you agree to pay a fee of up to $30. Returned checks may be represented electronically.

9. **Third-Party Charges**. Customer may incur charges from third party service providers that are separate and apart from the amounts charged by FIRE DOG. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive video options or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with suchtransactions.

10. **Credit Approval and Deposits.** This Agreement is contingent upon credit verification and approval of the Customer by FIRE DOG. Customer shall provide FIRE DOG with true and correct credit information requested by FIRE DOG. Customer authorizes FIRE DOG to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records and to disclose this information to appropriate third parties for reasonable business purposes. FIRE DOG, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges. Any cash deposit will not, unless explicitly required by law, bear interest and shall be held by FIRE DOG as security for payment of Customer's charges. Customer understands and agrees that EFT's cannot be provided solely for security purposes. EFT's provided for security purposes will also automatically deduct the full balance due on Customer's Account on a monthly basis. By providing a cash security deposit, or a credit card or EFT number to FIRE DOG, Customer authorizes FIRE DOG to charge against the credit card or EFT or withdraw from any security deposit or account, for: (i) the repair cost or replacement value (as determined by FIRE DOG) of all FIRE DOG Equipment that is not returned to FIRE DOG undamaged within ten (10) business days after disconnection of Service; and (ii) amounts due to FIRE DOG for Services, fees and other charges. Customer will be refunded the balance of any cash security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged to Customer's credit card or EFT for FIRE DOG Equipment, if payment has been made for all amounts due on Customer's Account and Customer returns the FIRE DOG Equipment undamaged. Unless otherwise required by applicable law, refunds of less than $1.00 will only be paid upon Customer request.

11. **Recurring Charges**. Upon Customer's written request and FIRE DOG's acceptance of such request, FIRE DOG will accept certain automatic credit card and bank account (EFT) payments for charges generated under the Agreement. By providing FIRE DOG with a credit card or EFT number, Customer authorizes FIRE DOG to charge the card or EFT for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that FIRE DOG stop charging the credit card or EFT. Customer agrees to provide FIRE DOG with updated credit card, EFT or alternate payment information on a timely basis prior to the expiration or termination of the credit card or EFT on file or in the event that Customer's credit card or EFT limit is or will be insufficient to cover payment. If FIRE DOG is unable to charge Customer's credit card or EFT for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by FIRE DOG. FIRE DOG may limit the option to pay by credit card or EFT to specific Services or may discontinue acceptance of credit card or EFT payments in whole or in part upon thirty (30) days prior notice to Customer. Customer agrees that FIRE DOG is not liable for any NSF, overdraft or other charges or damages related to any EFT or credit charge against Customer's Account. Customer agrees to indemnify and hold FIRE DOG harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of a breach of this Section.

12. **Credit Allowances.** Unless otherwise addressed in a separate service level or other written Ancillary Agreement between Customer and FIRE DOG, and except as provided below, in the event of complete failure of a Service due to a technical malfunction within FIRE DOG's control for twenty-four (24) consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for an adjustment, you must request a credit within thirty (30) days of the failure. Notwithstanding the forgoing, FIRE DOG, its parent, affiliates and subsidiaries shall have no liability for interruption of any Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather. The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than $1.00, unless required under applicable law. **CUSTOMER AGREES THAT SUCH CREDIT IS CUSTOMER'S SOLE REMEDY FOR A DISRUPTION OF SERVICE. FIRE DOG AND ITS AFFILIATES, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.**

13. **Exceptions to Credit Allowances**. Except as provided by applicable law or in an applicable service level or other Ancillary Agreement, a Service interruption shall not qualify for the Credits set forth herein if such Service interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer- provided power or equipment; any third party not contracted through FIRE DOG, including, without limitation, Customer's users; third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement. The remedies set forth in this Section and Section 12 shall be Customer's sole and exclusive remedy for any interruption in the Services, outage, unavailability, delay or other degradation in the Services or any FIRE DOG failure to meet the objectives of the Services.

14. **Confidential Information and Privacy.**

A. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, suppliers and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, suppliers and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care. Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's

Confidential Information; or (v) is required to be disclosed by law or regulation. "Confidential Information" means all information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.
Notwithstanding the foregoing, Customer agrees that: (i) FIRE DOG may make references to the fact that Customer is a customer of FIRE DOG and the general nature of Services that Customer purchases from FIRE DOG; and (ii) FIRE DOG may disclose the Agreement to a potential purchaser in connection with a sale of all or a portion of its business or assets, including in connection with a merger or reorganization. The non- breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 14 including, but not limited to, injunctive relief.

B. FIRE DOG's privacy policy and Internet Privacy Information Statement apply to FIRE DOG's handling of Customer confidential information. In the event of a conflict between the provisions of this Section and any provision of the privacy policy or statement, the applicable provision of the privacy policy or statement shall prevail in the resolution of the conflict. A copy of FIRE DOG's privacy policy and Internet Privacy Information Statement is available at http://www.firedogssc.com/legal.

C. FIRE DOG maintains a website that is available to both FIRE DOG customers and others. Use of the website is subject to the FIRE DOG Website Visitor Agreement and the FIRE DOG Website Privacy Statement, both of which are available for review at our website. By accessing and using the FIRE DOG website, you acknowledge your review of and consent to the FIRE DOG Website Visitor Agreement and the FIRE DOG Website Privacy Statement.

D. You agree that FIRE DOG may collect, use, store and disclose information concerning you and your use of the Services in the manner and for the purposes set forth in these terms, the FIRE DOG customer privacy policy and/or the FIRE DOG Website Privacy Statement.

E. Customer expressly grants FIRE DOG permission to disclose personally identifiable information relating to Customer or Customer's Account in response to (a) a government subpoena or warrant issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. Customer further agrees that FIRE DOG may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

F. FIRE DOG is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

G. Although FIRE DOG will use commercially reasonable measures to maintain the security of the Services, FIRE DOG assumes no responsibility for the effectiveness of these security measures provided by FIRE DOG.

15. **FIRE DOG Equipment Installation; Loss or Damage**. In order to provide Services, FIRE DOG must install in and upon the Customer's premises certain equipment, including, but not limited to, cabling and related splitters, cable modems, advanced modems, routers, computers, servers, switches, converters provided by FIRE DOG, and other equipment apparatus provided by FIRE DOG (excluding pre-existing conduit, cable and wiring and other equipment owned or purchased by Customer). FIRE DOG will use reasonable efforts to complete any equipment installation work as necessary to activate the service ("Activation") for each service location, as applicable. **FIRE DOG SHALL HAVE NO LIABILITY FOR ITS DELAY IN THE ACTIVATION OF A SERVICE.** Customer agrees to reimburse FIRE DOG for any loss or damage to FIRE DOG facilities or equipment resulting from any cause whatsoever, unless such damage or loss is due to FIRE DOG's sole negligence or willful misconduct. The FIRE DOG Equipment (including internal wiring installed by FIRE DOG) is and at all times shall remain the sole and exclusive property of FIRE DOG, and Customer agrees that Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the equipment to the premises or otherwise. Customer will not open, alter, misuse, tamper with or remove the FIRE DOG Equipment as and where installed by FIRE DOG, and will not remove any markings or labels from the equipment indicating FIRE DOG (or its suppliers) ownership or serial or identity numbers. Upon termination of a Service or Services, for whatever reason, Customer acknowledges that its right to possess and use the FIRE DOG Equipment shall likewise terminate. In such event, the FIRE DOG Equipment shall be returned to FIRE DOG in the same condition as when received, ordinary wear and tear accepted. Customer will be billed by FIRE DOG for any charges relating to damages exceeding ordinary wear and tear. Following FIRE DOG's discontinuance of the Services to the service location(s), FIRE DOG retains the right in its discretion to remove or disable any inside wiring installed and owned by FIRE DOG. Customer agrees to safeguard the FIRE DOG Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by FIRE DOG) will not permit anyone other than an authorized representative of FIRE DOG to perform any work on the FIRE DOG Equipment. It is Customer's responsibility to ensure that it has adequate insurance for the equipment and facilities supplied by FIRE DOG and for the loss of or interruption in the Services. Customer is responsible for damage to, or loss of, FIRE DOG Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of FIRE DOG. Customer agrees not to take any action that would directly or indirectly impair FIRE DOG's title to the FIRE DOG Equipment, or expose FIRE DOG to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following FIRE DOG's discontinuance of the Services to the service location(s), FIRE DOG retains the right to remove the FIRE DOG Equipment including, but not limited to, that portion of the FIRE DOG Equipment located within the service location(s). To the extent FIRE DOG removes such FIRE DOG Equipment, it shall be responsible for returning the service location(s) to its prior condition, wear and tear excepted.

16. **Software**.

A. If and to the extent Customer requires the use of software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. This license will permit such use by Customer and any person authorized by Customer to use the Account, under any password or screen name, provided that Customer shall be responsible for all use of the Account. This license will commence upon acceptance of Customer's subscription for the Service and will terminate

immediately upon termination of the Service to Customer for any reason. Customer may not claim title to, or an ownership interest in, any software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by FIRE DOG, including, without limitation, end-user license agreements for the software. FIRE DOG and its suppliers shall retain ownership of the software, and no rights are granted to Customer other than a license to use the software under the terms expressly set forth in this Agreement. In particular, Customer must agree and adhere to the applicable Digital Content License Agreement, which applies with respect to FIRE DOG's provision in connection with certain features of its internet Services of certain objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and "applets", and "online" or electronic documentation.

B. Customer is permitted to archive the software, provided that all such copies contain the same copyright notices and proprietary markings as the original software. Customer will not engage in, and will not permit, any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of, or preparation of any derivative works based on the Software, all of which are prohibited.

C. Customer will return to FIRE DOG or destroy all software and any related written material together with any copies promptly upon termination of the Service to Customer for any reason.

17. **Third Party Software**. FIRE DOG may provide (in the form of an available download, link to another company website, a CD provided to Customer by FIRE DOG, or otherwise) to Customer for use in connection with the Service, certain software that is owned by third parties. Customer agrees to comply with the terms and conditions of use applicable to any software or plug-ins to such software distributed or used in connection with the Service or FIRE DOG Equipment. All such agreements are incorporated in this Agreement by reference. All end user licenses will terminate upon the termination of this Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Service or the FIRE DOG Equipment. FIRE DOG provides no warranty whatsoever for any such software and you agree to indemnify FIRE DOG against and hold FIRE DOG harmless from any claims, expenses, damages or liabilities of any kind related in any way to the download or use of any such third party software.

18. **Maintenance and Repairs.** FIRE DOG will repair damage to or, at FIRE DOG's option, replace FIRE DOG Equipment (excluding, however, inside wiring, whether installed by FIRE DOG or others, as further described below), modify software, and otherwise attempt to correct interruptions of Service, due to FIRE DOG Equipment wear and tear or technical malfunction within FIRE DOG's control, at FIRE DOG's expense. Other repair or replacement, including charges for troubleshooting, maintenance and repairs attempted or performed by FIRE DOG or its contractors when the trouble report results from Customer Equipment, will be at Customer's expense. FIRE DOG may from time to time suspend Service for routine maintenance or rearrangement for a short period of time. FIRE DOG will endeavor to give Customer advance notification of such suspensions of service. FIRE DOG's liability, if any, resulting from a Service suspension or Service outage shall be limited in accordance with Sections 12 and 13 of this Agreement. FIRE DOG does not provide or guarantee continuous service and shall be liable for service interruption only to the extent specified in this Agreement, as described in any applicable State or Federal tariff, or in accordance with applicable law. FIRE DOG shall have no obligation to install, operate, or maintain Customer Equipment. Unless Customer subscribes to the FIRE DOG Inside Wiring Protection Plan, Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside wiring on the Customer's side of the Wi-Fi equipment, routers, switches, cable modem, access point, and/or coaxial input connection. All Customer Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by FIRE DOGs employees or authorized contractors when the difficulty or trouble report results from Customer Equipment.

B. Inside Wiring Protection Plan: FIRE DOG may offer a wire maintenance plan (Inside Wiring Protection Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Inside Wiring Protection Plan will be available at https://www.firedogssc.com/legal or by calling us at 404-881-6271. Except for repairs and maintenance covered by an applicable Inside Wiring Protection Plan, Customer is solely responsible for maintaining all inside wiring and Customer Equipment within the service location.

19. **Remote Customer Support.** As part of the Services, FIRE DOG will provide a telephone number and email address for inquiries and remote problem support for service disruption. FIRE DOG shall provide support directly to Customer and to Customer employees. The scope of remote support services shall be as determined by FIRE DOG in its sole discretion from time to time. The support provided is for your use of the Services by means of the FIRE DOG Equipment installed by or on behalf of FIRE DOG and the software, if any, only.

20. **Customer Equipment.** Customer agrees that use of the Services requires certain equipment provided by Customer such as a personal computer, smartphone, cable modem, other devices, and/or an appropriate operating system ("Customer Equipment"). FIRE DOG shall have no obligation to provide, maintain or service the Customer Equipment. NEITHER FIRE DOG NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT YOUR CONFIGURATION OR DEVICE(S) WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING WITHOUT LIMITATION CUSTOMER'S COMPUTER, PERIPHERALS, SOFTWARE OR DATA. NEITHER FIRE DOG NOR ANY OF ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.
The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement. Customer represents that it owns the Customer Equipment or otherwise has the right to use such equipment in connection with the Services. FIRE DOG assumes no responsibility for the condition or repair of any Customer Equipment or other equipment owned by any third party. FIRE DOG is not responsible or liable for any loss, impairment or disruption of a Service due, in whole or in part, to a malfunction or defect in such Customer Equipment. If any Customer Equipment requires modification or reprogramming to make it compatible with FIRE DOG provided Service, FIRE DOG shall not be liable for any applicable costs associated with modification or reprogramming charges. Customer further: (i) agrees to adequately repair and maintain all of the Customer Equipment and third party equipment (including any internal wiring) so that it does not interfere with the normal operations of the FIRE DOG's systems; (ii) agrees that it will not attach anything to the internal wiring or equipment that impairs the functionality or integrity of FIRE DOG's systems; and (iii) represents and warrants that it owns the cable, wiring (and devices connected to that wiring) and conduit currently located within and upon the premises and agrees that FIRE DOG shall have full access to and use of such cable, wiring and conduit for the provision of FIRE DOG's services during the term of this Agreement.

General Warranty Limitations; Limitation of Liability. CUSTOMER UNDERSTANDS AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE CUSTOMER'S USE IS ENTIRELY AT ITS OWN RISK. FIRE DOG, ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, DISTRIBUTORS, CONTRACTORS AND AGENTS (THE "FIRE DOG ENTITIES") MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR SOFTWARE, OR THE NETWORKS, SYSTEMS OR SOFTWARE OF THIRD PARTIES, OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, TO THE FULLEST EXTENT POSSIBLE. FIRE DOG SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF PROGRAMMING OR INFORMATION OBTAINED THROUGH ITS SYSTEM OR NETWORK, OR THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, VIRUS- FREE, ERROR-FREE OR FREE FROM OTHER HARMFUL COMPONENTS. FIRE DOG MAKES NO WARRANTY THAT THE QUALITY OF THE SERVICES WILL MEET CUSTOMER'S EXPECTATIONS. THE SERVICE IS NOT FAIL-SAFE AND IS NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE OR BREACH OF SECURITY COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT ("HIGH RISK ACTIVITIES"). THESE HIGH RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, SITUATIONS REQUIRING FAIL-SAFE PHONE AND EMERGENCY SERVICE ACCESS DUE TO MEDICAL CONDITIONS OR OTHER EMERGENCIES, VITAL BUSINESS OR PERSONAL COMMUNICATIONS, OR ACTIVITIES WHERE ABSOLUTELY ACCURATE DATA OR INFORMATION IS REQUIRED. CUSTOMER EXPRESSLY ASSUMES THE RISKS OF ANY DAMAGES RESULTING FROM HIGH RISK ACTIVITIES. CUSTOMER UNDERSTANDS AND ACCEPTS THE RISKS ASSOCIATED WITH FAILING TO BACK-UP ALL EXISTING COMPUTER FILES BY COPYING THEM TO ANOTHER STORAGE MEDIUM. THE FIRE DOG ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, COMPUTER PERIPHERALS, FILES, INFORMATION OR DATA. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH "FILE SHARING." CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT FIRE DOG HAS NOT MADE ANY GUARANTEES OR PROMISES WITH RESPECT TO THE SPECIFIC DATE ON WHICH SERVICES WILL BE MADE AVAILABLE TO THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FIRE DOG HAS ADVISED THE CUSTOMER NOT TO TERMINATE ANY SERVICES THAT IT IS NOW RECEIVING FOR OTHER SERVICE PROVIDERS IN RELIANCE ON FIRE DOG ESTIMATES AS TO WHEN SUCH SERVICE WILL BE AVAILABLE. EXCEPT FOR THE CREDITS SPECIFIED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW: (I) IN NO EVENT SHALL THE FIRE DOG ENTITIES BE LIABLE FOR ANY DIRECT, EXEMPLARY, MULTIPLIED, STATUTORY, INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF GOODWILL OR PROFITS, WAGES, SAVINGS OR REVENUE, HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY CAUSE WHATSOEVER), ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE CUSTOMER'S USE OF OR INABILITY TO USE FIRE DOG SERVICES, EQUIPMENT OR SOFTWARE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES AND ALARM MONITORING SERVICES, DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, UNINTENDED SERVICE INFORMATION, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH FIRE DOG'S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY; AND (II*) IN NO EVENT SHALL THE FIRE DOG ENTITIES LIABILITY FOR ANY* DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF THE TOTAL INVOICE AMOUNT INCURRED BY THE CUSTOMER DURING THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO SUCH CAUSE OF ACTION OR FIVE ($5.00) DOLLARS. THE FEES FOR THE SERVICES SET BY FIRE DOG HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON VARIOUS FACTORS INCLUDING THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW THE FIRE DOG ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THIS AGREEMENT.

21. **Limitations on FIRE DOG's Liability for Customer Equipment and Software**. Customer Equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, and removal of the FIRE DOG Equipment and the Services. Except for gross negligence or willful misconduct by us, the FIRE DOG Entities shall have no liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by FIRE DOG, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of $250. This shall be your sole remedy relating to such activity. When you use certain features of the Services, such as online features of the Services (where available), you may require special software, applications, and/or access to the Internet. FIRE DOG makes no representation or warranty that any software or application installed on your computer(s) or the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. THE FIRE DOG ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

FIRE DOG does not represent, warrant, or covenant that the installation of the software or applications described in the preceding paragraph or access to our web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER FIRE DOG NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF OUR SERVICES. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH OUR SERVICES MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S

OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER FIRE DOG NOR ANY OF ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE FIRE DOG ENTITIES FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE FIRE DOG EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT.

22. **Limitations on FIRE DOG's Liability for Third Parties**. Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components and/or features of the Services, including without limitation, their services, equipment, infrastructure, or content. FIRE DOG is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components or features of the Services. FIRE DOG shall not be bound by any undertaking, representation or warranty made by an agent, or employee of FIRE DOG or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). FIRE DOG is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components or features of the Service), and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Services and FIRE DOG assumes no liability for any program or information distributed over the cable system. FIRE DOG shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or Services. The limitations of liability set forth in this Agreement apply to any acts, omissions, and negligence of FIRE DOG and its affiliates, employees, suppliers and agents which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

23. **Indemnification.** CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE FIRE DOG ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED IN ANY WAY TO: (I) THE USE OF THE SERVICES, FIRE DOG EQUIPMENT OR SOFTWARE BY CUSTOMER (INCLUDING ITS EMPLOYEES, AGENTS AND OTHER USERS WHO ACCESS CUSTOMER'S ACCOUNT) OR OTHERWISE ARISING OUT OF THE USE OF CUSTOMER'S ACCOUNT, THE SERVICES, THE FIRE DOG EQUIPMENT OR SOFTWARE; (II) BREACH OF THIS AGREEMENT; AND/OR (III) VIOLATION OF APPLICABLE LAW, INCLUDING LAWS RELATING TO LIBEL, SLANDER, PROTECTION OF PATENTS, COPYRIGHTS, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS. FIRE DOG RESERVES THE RIGHT TO TERMINATE OR SUSPEND THE SERVICE, AND/OR REMOVE CONTENT FROM THE SERVICE, IF FIRE DOG DETERMINES, IN ITS SOLE DISCRETION, THAT CUSTOMER'S USE OF THE SERVICE DOES NOT CONFORM TO THE REQUIREMENTS SET FORTH IN THIS AGREEMENT, INTERFERES WITH FIRE DOG'S ABILITY TO PROVIDE THE SERVICE, OR VIOLATES ANY LAWS OR REGULATIONS. FIRE DOG'S ACTIONS OR INACTION UNDER THIS SECTION SHALL NOT CONSTITUTE REVIEW OR APPROVAL OF ANY USE OF THE SERVICE OR CONTENT TRANSMITTED BY CUSTOMER. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE FIRE DOG ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CONTENT TRANSMITTED BY CUSTOMER (OR ANYONE USING CUSTOMER'S ACCOUNT) BY USE OF THE SERVICES.

THE FIRE DOG ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THIS AGREEMENT.

24. **Complaint Resolution.** Customer may submit a complaint to FIRE DOG with regard to any aspect of the Service, including the quality of the services, at any time. FIRE DOG maintains telephone numbers that are available 24 hours a day, 7 days a week. Consult your FIRE DOG documentation for your telephone number. When a call is received regarding a service related issue, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CCR may if necessary schedule a follow-up call and/or a service technician to visit your business. If the problem cannot be resolved by the CCR, the problem will be referred to our tech support team who will make best efforts to resolve the issue immediately. If a Customer has a complaint requiring further escalation, Customer should send written notice to: FIRE DOG, Attn: FIREDOG Escalations, 225 Parkway 575, #2141, Woodstock, GA, 30188. FIRE DOG's policy is to reply to an escalated Customer complaint within thirty working days of receipt. FIRE DOG will endeavor to include in its reply a statement of action taken, description of future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of FIRE DOG.

6. **Binding Mediation, Jurisdiction, Governing Law and Legal Proceedings.** UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING MEDIATION AND DISPUTE RESOLUTION ADMINISTERED BY THE GEORGIA OFFICE OF DISPUTE RESOLUTION, INCLUDING THE CODE AND RULES THEREOF. ALSO INCLUDING, IF APPLICABLE, THE GEORGIA UNIFORM MEDIATION ACT AND THE GEORGIA MEDIATION CODE. ALL MEDIATION SHALL BE HELD AT AND ADMINISTERED BY THE GEORGIA OFFICE OF DISPUTE RESOLUTION IN CHEROKEE COUNTY, GEORGIA. CONSOLIDATED OR CLASS ACTION MEDIATION AND/OR MEDIATIONS SHALL NOT BE PERMITTED. THE MEDIATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO MEDIATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE PROCESS OF MEDIATION OF DISPUTES SHALL BE DETERMINED BY THE MEDIATOR(S). ANY AWARD OF THE MEDIATOR SHALL BE IN WRITING AND SHALL STATE THE REASONS FOR THE AWARD. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE MEDIATOR SHALL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS SET FORTH IN OR EXCLUDED UNDER ANY SECTION OF THIS AGREEMENT. EACH PARTY SHALL BEAR ITS OWN EXPENSES AND THE COST OF MEDIATION SHALL BE SHARED. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS' FEES OR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, OR MULTIPLIED DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. IF ANY CLAUSE WITHIN

THIS MEDIATION PROVISION (OTHER THAN THE CLASS ACTION WAIVER CLAUSE IDENTIFIED ABOVE) IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT CLAUSE WILL BE SEVERED FROM THIS MEDIATION PROVISION, AND THE REMAINDER OF THIS MEDIATION PROVISION WILL BE GIVEN FULL FORCE AND EFFECT. IF THIS MEDIATION PROVISION IS FOUND IN IT'S ENTIRETY TO BE ILLEGAL OR UNENFORCEABLE, THEN ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ATLANTA, GEORGIA, UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). IF THE CLASS ACTION WAIVER CLAUSE IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THE ENTIRE MEDIATION PROVISION WILL BE UNENFORCEABLE, AND THE DISPUTE WILL BE DECIDED BY A COURT. IN THE EVENT THIS ENTIRE MEDIATION PROVISION IS DETERMINED TO BE ILLEGAL OR UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT IN A DISPUTE THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THIS MEDIATION PROVISION, YOU AND FIRE DOG HAVE EACH AGREED TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF GEORGIA, EXCLUDING ITS BODY OF LAW PERTAINING TO CONFLICTS OF LAWS. THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE OR SUPERIOR COURTS LOCATED IN CHEROKEE COUNTY IN THE STATE OF GEORGIA FOR THE PURPOSE OF RESOLVING ANY DISPUTES OR ANY EQUITABLE RELIEF ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

25. **Sole Remedies**. Customer's sole and exclusive remedies are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply to you. In such states, THE LIABILITY OF THE FIRE DOG ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

26. **Term and Renewal.** The term of this Agreement shall be for the period specified in the Customer Agreement or Service Order (or, if not so specified, the term shall be one (1) year), beginning on the Commencement Date (the "Initial Term"). **Upon expiration of the Initial Term, this Agreement and each applicable Customer Agreement or Service Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least sixty (60) days before the expiration of the Initial Term or the then current Renewal Term.** The then current General Terms and Service Policies shall apply for each Renewal Term. Effective at any time after the end of the Initial Term and from time to time thereafter, FIRE DOG may modify the charges for its recurring monthly Services, subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Services pricing. FIRE DOG may modify the charges for its recurring monthly Cable television or Phone services at any time, subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Cable television service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Services pricing. All other charges (including, as applicable and without limitation, taxes, fees, regulatory recovery fees, cost recovery charges, carrier fees, Subscriber Line Charges, Network Line Fees, Carrier Service Fee, carrier access fees, the Broadcast TV Fee, Sports Surcharge, and non-recurring, optional, measured, usage- based and special service charges such as: charges for international calls, directory assistance, time or usage based calls and/or operator assisted calls; charges for VOD, pay-per-view and other video service charges; and charges for other optional services and equipment not included in the base monthly service charge) may be modified at any time.

27. **Other Permitted Changes in Rates**. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in universal service fees or other government or quasi- government-imposed charges that increases the costs or other terms of FIRE DOG's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by FIRE DOG in providing the Service, Customer acknowledges and agrees that FIRE DOG may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided FIRE DOG notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies FIRE DOG at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that FIRE DOG is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and FIRE DOG is required under applicable law to apply those rates to Customer's purchase of Service under this Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern FIRE DOG's delivery of, and Customer's use or consumption of the Service. In addition, if FIRE DOG determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then FIRE DOG may terminate this Agreement as to any or all of the Services and may terminate any affected Orders, without liability by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

28. **Termination; Early Termination Charges**. Customer shall have the right to terminate for convenience a Service Order or this Agreement in whole or part, at any time during the Service Term upon at least sixty (60) days prior written notice to FIRE DOG, and subject to payment to FIRE DOG of all outstanding amounts due for the Services, any and all applicable termination charges as described below and the return of any and all FIRE DOG Equipment. Either party may terminate this Agreement for cause if written notice is given to the other party at least thirty (30) days prior to termination specifying the cause for termination and requesting correction and such cause is not corrected within such thirty (30) day period. "Cause" is any material breach of the terms of this Agreement. Notwithstanding the forgoing, the Agreement may also be terminated by FIRE DOG for cause without prior notice: (i) if Customer fails to timely pay for the Services; (ii) if Customer uses the Services in violation of applicable law, or FIRE DOG's acceptable use or other policies; (iii) in accordance with any applicable tariff on file with applicable regulatory authorities; or (iv) if FIRE DOG determines in its sole discretion that the termination of Services and this Agreement is necessary to protect itself, its customers or the general public against acts of fraud and other unlawful activities. FIRE DOG may also terminate this Agreement immediately without incurring any liability whatsoever

if: (i) any local, state, national or international law makes it unlawful for FIRE DOG to provide a service to Customer, or (ii) FIRE DOG is unable to secure or maintain the necessary facilities or utilities required to provide a service to Customer. 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 (including a termination for convenience) 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, site survey costs, 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, site survey costs, 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. 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, Attn: FIREDOG Agreement Terminations, 225 Parkway 575, #2141, Woodstock, GA, 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.

29. **Effect of Expiration or Termination of the Agreement or a Service Order**. Upon the expiration or termination of a Service Order for any reason: (i) FIRE DOG may disconnect the applicable Service; (ii) FIRE DOG may delete all applicable data, files, electronic messages, voicemail or other information stored on FIRE DOG's servers or systems; (iii) if Customer has terminated the Service Order prior to the expiration of the Service Term without cause, or if FIRE DOG has terminated the Service Order prior to the expiration of the Service Term for cause, FIRE DOG may assess and collect from Customer applicable termination charges (as described above in Section 30); (iv) Customer shall permit FIRE DOG access to retrieve from the applicable service locations any and all FIRE DOG Equipment (however, if Customer fails to permit access, or if the retrieved FIRE DOG Equipment has been damaged and/or destroyed other than by FIRE DOG or its agents, normal wear and tear excepted, FIRE DOG may invoice (or collect from in accordance with Section 10) Customer for the full replacement cost of the relevant FIRE DOG Equipment, or in the event of minor damage to the retrieved FIRE DOG Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) if used in conjunction with the terminated Service, Customer's right to use applicable software shall automatically terminate, and Customer shall be obligated to return the software to FIRE DOG.

30. **Price Lists, Channel Line-ups and Service Information**. While we try to ensure that all prices, channel line-ups, programming and other information relating to our Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors ("Unintended Service Information"). FIRE DOG is not responsible and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. FIRE DOG shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify FIRE DOG and its affiliates, suppliers and agents from any and all liability arising from Unintended Service Information.

31. **Deletion of Customer Information**. FIRE DOG and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer's voicemail, call detail, data, email, files, or other information that is stored on FIRE DOG's or its suppliers' servers or systems. Customer understands and acknowledges that FIRE DOG shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, email, files, or other information.

32. **Ownership of Telephone Numbers and Addresses**. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses. We may modify or change these numbers and addresses at any time without notice and shall in no way be required to compensate you for these changes.

33. **Password Security.** For certain FIRE DOG services, FIRE DOG requires the creation of a customer user identification and/or password that enables access to services and account information. Customer agrees that it will immediately change any default user identification and/or password and will be responsible for the confidentiality, security and use of user identifications and/or passwords. Customer shall immediately notify FIRE DOG if there has been an unauthorized release, use or other compromise of any user identification or password. FIRE DOG shall not be liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's user identification and/or password.

34. **Additional Phone Service Terms, Restrictions and Advisories**. In addition to the provisions of this Agreement generally applicable to all FIRE DOG Services, the following provisions more specifically apply to Customers that subscribe to certain of FIRE DOG's Phone Services. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services ("VOIP Phone"), which may include Hosted VoIP services. Our VoIP Phone services, as well as certain other specialized phone products, have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain services.

A. **VOIP PHONE SERVICE E911 ADVISORY; Limitations Affecting Access to Phone and 911 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. FOR SOME SERVICES, FIRE DOG MAY PROVIDE A BATTERY BACK-UP WHICH W ILL 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 BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR FIRE DOG PROVIDED EQUIPMENT OR YOUR PHONES WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATEDWITH 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 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. You agree to defend, indemnify, and hold harmless FIRE DOG, its officers, directors, employees, affiliates, suppliers and agents and any other service provider who furnishes services to you in connection with FIRE DOG phone service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees) by, or on behalf of, you or any third party or user of your account relating to the absence, failure or outage of the phone service, including 911 dialing and/or inability of you or any third person or party or user of your service to be able to dial 911 or to access emergency service personnel and the operation of any medical monitoring device, or home security or alarm monitoring system.

B. **Maintenance**. From time to time, FIRE DOG will provide scheduled and unscheduled maintenance to customer premises equipment and the FIRE DOG network, during which time the Service, including access to E911, will not function. No prior customer notification of unscheduled maintenance will be provided, while advance customer notification of scheduled maintenance will be provided solely by posting via electronic delivery (email, text messaging, etc.). FIRE DOG will make a commercially reasonable effort to schedule maintenance of an expected duration of less than three hours after 2:00 a.m. and before 5:00 a.m. local switch time. Scheduled maintenance that requires a longer duration may be scheduled to begin during normal business hours. FIRE DOG will also provide prior customer notification of scheduled construction and repair activities by posting such notice via electronic delivery (email, text messaging, etc.), and/or providing other customer notification.

C. **VoIP Phones and Service.** FOR PHONE SERVICES, THE FIRE DOG ENTITIES HAVE PROVIDED SERVICES AND EQUIPMENT INCLUDING PHONES, CABLING, AND OTHER HARDWARE. THIS EQUIPMENT IS PROVIDED AND SUPPORTED BY THE THIRD-PARTY SUPPLIER. IT WILL BE YOUR RESPONSIBILITY TO CONTACT THE THIRD-PARTY SUPPLIER WITH ANY SERVICE OR EQUIPMENT ISSUES.

D. **Security Systems and Medical Monitoring Devices.** You understand and acknowledge that FIRE DOG's VOIP Phone service: (i) does not support rotary-dial telephones, DSL on the same line or any Features, calling functions or certain call types not specifically listed in FIRE DOG's product literature; and (ii) may not support or be compatible with certain medical monitoring devices or security systems. In order to maintain any necessary alarm or medical equipment monitoring functions, Customer may be required to maintain a telephone connection through a local exchange carrier. In the event that FIRE DOG installs and configures FIRE DOG Phone to operate with Customer's medical monitoring equipment or security system, Customer expressly acknowledges that: (a) Customer must, directly or with the assistance of the provider of its medical monitoring equipment or alarm monitoring services, test the functioning and compatibility of the equipment and/or alarm monitoring services with FIRE DOG Phone; and (b) the Service has certain limitations as described herein that may affect the reliability and functionality of the medical monitoring equipment and security systems. Customer assumes all risk associated with the limitations of the Service. CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST THE FIRE DOG ENTITIES FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETW EEN THE FIRE DOG EQUIPMENT AND SERVICE AND ANY OTHER SERVICE, SYSTEMS AND EQUIPMENT, AND AGREES THAT, TO THE MAXIMUM EXTENT ALLOW ED BY LAW, THE FIRE DOG ENTITIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE DISRUPTION, FAILURE OR IMPROPER FUNCTIONING OF ANOTHER SERVICE, SYSTEM OR EQUIPMENT (INCLUDING A MEDICAL MONITORING DEVICE OR SECURITY OR ALARM MONITORING SYSTEM) THAT OPERATES WITH USE OF THE FIRE DOG SERVICE.

E. **Service and Feature Modifications**. FIRE DOG shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of FIRE DOG Phone, including but not limited to equipment and system requirements.

F. **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 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 in writing at FIRE DOG, ATTN: FIRED001 CPNI REQUESTS, 225 Parkway 575, #2141, Woodstock, GA, 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.

G. **Directory Listings.** FIRE DOG may publish and distribute telephone directories in print, on the Internet and on CDs. Those telephone directories may include customer names, addresses and telephone numbers, without restriction as to their use. FIRE DOG also makes customer information available at a charge through directory assistance operators. FIRE DOG may also provide customer names, addresses and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services. Name, address, and telephone information in telephone directories is not currently protected by copyrights and may be sorted, packaged, repackaged and made available again in different formats by anyone. FIRE DOG takes reasonable precautions to ensure that non- published and non-listed numbers are not included in telephone directories or directory assistance services, although FIRE DOG does not guarantee against

errors. THE AGGREGATE LIABILITY OF THE FIRE DOG ENTITIES FOR ANY ERRORS OR OMISSIONS IN ANY DIRECTORY LISTINGS OR PUBLICATIONS (INCLUDING LIABILITY FOR FAILING TO PUBLISH A LISTING OR PUBLISHING AN "UNLISTED" LISTING) IS LIMITED TO THE AMOUNT ACTUALLY PAID TO FIRE DOG TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED LISTING. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE FIRE DOG ENTITIES FROM ANY AND ALL CLAIMS FOR DAMAGES (INCLUDING CLAIMS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT), CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, FROM ERRORS OR OMISSIONS IN DIRECTORY LISTINGS.

H. **Porting of Telephone Numbers.** For new phone customers, until your telephone number is ported to FIRE DOG, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. YOU AGREE THAT, DURING THIS PORTING PROCESS, FIRE DOG ASSUMES NO RESPONSIBILITY AND HAS NO LIABILITY FOR THE ACCURACY OF THE LOCAL EXCHANGE CARRIER RECORDS OR ITS ABILITY TO PROVIDE ACCESS TO 911 SERVICES.

I. **Voicemail**. Customers who subscribe to FIRE DOG Phone with voicemail must set-up the voicemail box account within ninety (90) days of subscription. After 90 days, FIRE DOG shall have the right to remove any unused voicemail boxes. Voicemail boxes that have been removed may be reinstated by calling FIRE DOG.

J. **Usage Based Charges**. Our calling plans billed as a flat monthly fee may not, depending upon the calling plan and available features, include certain call types. Rates for the Services, including separate rates for usage based charges (e.g., operator services) and per call or time-based charges (e.g., international calling and certain measured or limited use calling plans), are provided upon request. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service are subject to change. For billing purposes, a time-based call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. Time-based calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges FIRE DOG, its affiliates, or suppliers as if your call were answered by the called party, FIRE DOG will charge you for a completed call. If the computed charge for a time- based call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Voice Trunk Services may include a usage based fee for "bursted" traffic. Bursted traffic, and associated fee, only occurs when the number of simultaneous calls exceeds the trunk capacity purchased. For example, if the purchased call path package included 10 trunks, and during the calendar month, peak simultaneous calls resulted in twelve trunks being used, then the incremental two trunks would be billed as bursted traffic. Bursting is billed based upon usage during a calendar month, and is billed in arrears. Bursting functionality is enabled by default, and is provided to help ensure that your business does not miss phone calls. Bursting can be disabled upon request if you prefer to limit the number of simultaneous calls on your Voice Trunk service.

K. **Third Party Charges**. The Services may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

L. **Retention of Rights**. Nothing contained in this Agreement shall be construed to limit FIRE DOG's rights and remedies available at law or in equity. FIRE DOG and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other Customer information that is stored on FIRE DOG's or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other Customer information.

M. **Toll Free Services.** Subject to service availability, Customer may order Toll Free Services. Toll Free Services are not intended for residential use. In order to purchase and retain Toll Free Service with FIRE DOG, Customer must have Voice Services, and must map each Toll Free telephone number ("TFN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (1) map the applicable TFN to another Digital Voice telephone number on Customer's FIRE DOG account, or (2) purchase a new Digital Voice telephone number to map to the TFN.. If Customer fails to take immediate action as indicated above, FIRE DOG will disconnect the TFN. FIRE DOG shall have no liability for loss of Toll Free Services which results from Customer failing to take immediate action as indicated above.

i. When ordering Toll Free Service**,** as set forth or referenced in each applicable Service Order Customer authorizes FIRE DOG to act as its agent in initiating and provisioning such Toll Free Service.
ii. Toll Free Service is subject to the toll free pricing identified in the applicable Service Order.
iii. Unless otherwise stated in a Service Order, usage-based charges will be billed on either a per-minute or per-message basis. Service calls invoiced on a per-minute basis will have an initial minimum call duration of, 18 seconds subsequent intervals 6 seconds each.
iv. Subject to the terms and conditions herein, Toll Free Services are intended for commercial use only.

N. **Voice Trunk Services.** Subject to service availability and any applicable Ancillary Agreement, Customer may order Voice Trunk Services. Voice Trunk Services are not intended for residential use.
Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below and in any applicable Ancillary Agreement.

i. Customer action is essential to the protection of its employees and other users of the Voice Trunk Services, as described below.

Multi-line telephone systems, such as PBX systems, ordinarily only transmit the same, generic location information for all 911 calls placed from any handset connected to the PBX or other system. For example, in the case of a business with telephone extensions inthree buildings and multiple floors in each building, the E911 call taker would only see the same main telephone number and location that the customer has identified, regardless of which station was used to place the call. If Customer does not take action as described below, fire, police and other emergency responders may be delayed or even prevented from timely reaching its location in response to a 911 call.

ii. FIRE DOG offers the opportunity for Customers to designate your E911 address. provided by Customer. Customer is solely responsible for E911 address designation.

iii. Many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer acknowledges and understands that it, and not FIRE DOG, bears sole responsibility to ensure that it identifies and complies with a l l such applicable laws, and any failure to do so is a breach of the Agreement.

iv. Customer must notify FIRE DOG at least five (30) days prior to moving the Voice Trunk Service to another location. Customer acknowledges that if they move prior to providing such notice and a 911 call is placed using the Voice Trunk Services, or if Customer when using Emergency Location Information numbers does not timely update their telephone system to account for internal moves, adds and changes, the E911 call taker may see incorrect or incomplete location information and the caller may need to confirm their actual location information to the call taker.

v. Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to do so, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.

vi. Customer is solely responsible for providing and maintaining working PBX equipment and handsets (Customer-Provided Equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Customer also acknowledges and accepts that FIRE DOG does not support seven-digit local calling even in areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

vii. FIRE DOG shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of FIRE DOG utilized in the provision of Voice Trunk Service render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call. Voice Trunk Service is subject to the trunk service pricing identified in the applicable Service Order. Unless otherwise stated in a Service Order, domestic long distance calls, and in-bound domestic calls to toll-free numbers associated with Voice Trunk Services will be billed on basis of six (6) second increments with a minimum call duration of 18 seconds. For purposes of this section, “domestic” means calls within the continental United States.

O. Hosted VoIP Services. In some service areas, FIRE DOG offers Hosted VoIP services that have additional restrictions and limitations. **BEFORE RECEIVING HOSTED VOIP SERVICES, ALL CUSTOMERS ARE REQUIRED TO SPECIFICALLY ACKNOWLEDGE AND AGREE TO ALL SERVICE RESTRICTIONS AND LIMITATIONS ASSOCIATED WITH HOSTED VOIP SERVICES, INCLUDING LIMITATIONS REGARDING E911 ACCESS AND “OFF-NET” USE OF THE SERVICES.**

P. **Voice Trunk Service (PRI & SIP Trunks).** In some service areas, FIRE DOG offers Voice Trunk services that have restrictions and limitations in addition to those otherwise described above. BEFORE RECEIVING VOICE TRUNK SERVICES, ALL CUSTOMERS ARE REQUIRED TO SPECIFICALLY ACKNOWLEDGE AND AGREE TO THE SERVICE REQUIREMENTS, RESTRICTIONS AND LIMITATIONS ASSOCIATED WITH SUCH SERVICES.

Q. By subscribing to and using phone products such as Voice Trunk Services, VoIP, and/or Hosted VoIP services, you must agree to assume all risks associated with the restrictions and limitations of the service. YOU HEREBY WAIVE ALL CLAIMS AGAINST FIRE DOG AND ITS AFFILIATES, SUPPLIERS AND AGENTS FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETW EEN THE FIRE DOG EQUIPMENT AND SERVICE AND ANY OTHER SERVICE, SYSTEMS AND EQUIPMENT, AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, FIRE DOG AND ITS AFFILIATES, SUPPLIERS AND AGENTS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF: (I) THE DISRUPTION, FAILURE OR IMPROPER FUNCTIONING OF ANOTHER SERVICE, SYSTEM OR EQUIPMENT (INCLUDING A MEDICAL MONITORING DEVICE OR SECURITY OR ALARM MONITORING SYSTEM) THAT OPERATES WITH USE OF THE FIRE DOG EQUIPMENT OR SERVICE; AND (II) YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

R. **Unlimited Long Distance (LD) Plans.** In some service areas, unlimited LD voice plans are available to FIRE DOG Business customers who choose the service and pay the applicable fees. These services are available on certain voice packages as specified on the Service Order or other documentation for those packages. Unlimited LD voice plans apply only to 1 + domestic direct-dialed, live voice long distance calls in the continental United States. **FIRE DOG Business unlimited voice services are for normal business use only, and cannot be used with any of the following: call centers; autodialers or any similar types of devices; modems, data transmission or similar equipment; broadcast fax transmissions; or, Centrex, foreign exchange, public telephone, ISDN, or the equivalents of any such services. Customer lines associated with education institutions (colleges, Universities, etc.) or other businesses that aggregate end user traffic are not eligible for unlimited voice plans.** FIRE DOG Business unlimited voice plans do not include multi-party conference calls, 900 number calls, directory assistance, or operator services; additional charges may apply. Taxes, fees and other charges, including Universal Service Fund and other Separate Fees and Charges, apply. FIRE DOG reserves

right to deny or terminate service, without notice, to anyone who uses FIRE DOG Business unlimited plans in any manner prohibited above or whose usage adversely impacts our network or service levels. Similarly, FIRE DOG Business reserves the right to deny or terminate FIRE DOG Business unlimited LD voice plans where usage, in FIRE DOG Business's sole determination, is inconsistent with normal business use or otherwise indicates possible resale, abuse or automated use of the unlimited voice services. FIRE DOG Business unlimited voice plans may be modified or discontinued at any time, and may be subject to other terms and conditions contained in a separate service guide or agreement.

S. **Change in Regulatory Status**. Customer acknowledges and understands that certain of the FIRE DOG phone Services use Voice over Internet Protocol (VOIP) to transmit calls. At present, VOIP is not regulated as a "telephone" service. Important distinctions exist between regulated telephone service and the information Service offering provided by FIRE DOG. The Service is subject to different regulatory treatment than telephone service. This treatment may, for example, limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies. The FCC and State regulators are currently reviewing the proper regulatory status of VOIP services. Customer agrees that FIRE DOG retains the right to restate this Agreement to the extent necessary to comply with any change in or clarification to applicable law that impacts upon the Service. FIRE DOG may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects FIRE DOG's ability to provide the Services herein.

35. **Additional Internet and/or Wi-Fi Service Terms, Restrictions and Advisories.** In addition to the provisions of this Agreement generally applicable to all FIRE DOG Services, the following provisions more specifically apply to Customers that subscribe to the FIRE DOG Internet and/or Wi-Fi Service. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that applyto certain services.

A. **FIRE DOG Policies**. Customer agrees at all times to adhere to the current FIRE DOG policies, including its DMCA. Privacy Policy, and Business Acceptable Use Policies (AUP), which are available for review at our website, https://www.firedogssc.com/legal and are incorporated into this Agreement by this reference. Upon any violation of the AUP or other policy by Customer or another user through use of Customer's Account, FIRE DOG, in addition to all of its other available legal or equitable remedies, may take any responsive actions that it deems appropriate, including: (i) temporary or permanent removal of content, (ii) temporary or permanent blocking of websites, and/or (iii) the immediate suspension or termination of all or any portion of the Service. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that the terms of the DMCA, Privacy Policy, AUP and any other applicable FIRE DOG policies may be put into effect or revised from time to time without notice by posting a new version of the AUP or the other policy to the FIRE DOG website at https://www.firedogssc.com/legal Accordingly, you and other users of the Service should consult the AUP and all other posted policies regularly to conform to the most recent version. CUSTOMER AGREES TO: (I) INDEMNIFY, DEFEND AND HOLD HARMLESS THE FIRE DOG ENTITIES AGAINST ALL AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CUSTOMER ENGAGING IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THE FIRE DOG POLICIES OR RESULTING FROM CUSTOMER'S VIOLATION OF THE POLICIES RELATED TO THE SERVICE. CUSTOMER'S INDEMNIFICATION WILL SURVIVE ANY TERMINATION OF THE APPLICABLE CUSTOMER SUBSCRIPTION AGREEMENT; AND (II) ANY ADDITIONAL LIMITATIONS OF LIABILITY SET FORTH IN THE POLICIES.

B. **Restrictions on Use; Monitoring Service Use**.

i. Customer acknowledges that the FIRE DOG Internet service may provide its employees and other users with a connection to the Internet that may be unfiltered, and that FIRE DOG neither controls nor assumes any responsibility for any content on the Internet or that is posted by a subscriber. All content and material accessed by you or others through the Service is accessed and used by you or such others at their own risk. Customer is solely responsible for the content that is viewed, posted or transmitted by it, its employees and other users of Customer's Account, and agrees to indemnify, defend and hold the FIRE DOG Entities harmless from and against any claims, liabilities, damages and expenses, including attorney's fees, arising out of or relating to content accessed, posted or transmitted by Customer's employees and other users through the FIRE DOG Internet service. Customer shall ensure that each of its employees, contractors, customers, guests and other users with access to the Internet Service complies with the Terms and uses the Service only in accordance with any FIRE DOG acceptable use or other applicable policy and all applicable laws and regulations. In all events, Customer and its users must respect the property rights of others, including those conferred by copyright, trademark and other laws that protect intellectual property rights. Except as allowed by applicable law, you shall not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof. You may upload public domain materials, but you are solely responsible for and assume all risks with respect to the determination of whether materials are in the public domain.

ii. FIRE DOG shall have no obligation to monitor postings or transmissions made in connection with the Service, however, Customer acknowledges and agrees that FIRE DOG and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement and FIRE DOG policies, and as otherwise required by law or government request. FIRE DOG reserves the right to edit, remove, request removal of, or refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in FIRE DOG's sole discretion, is unacceptable, undesirable or in violation of this Agreement or FIRE DOG policies. Customer agrees that FIRE DOG has the right to take any action FIRE DOG deems appropriate to protect the Service, its facilities for provision of the Service, or the FIRE DOG Equipment, including but not limited to restricting or prohibiting the posting of any material that interferes with FIRE DOG's ability to provide the Service.

iii. You understand and agree that if you type a Uniform Resource Locator (URL) which contains a nonexistent or unassigned domain name, or enter a search term into your browser address bar, FIRE DOG may present you with a FIRE DOG web search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN, similar error message or browser assigned query. FIRE DOG's provision of the web search page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive these pages from FIRE DOG, you should

contact us in writing at: FIRE DOG, ATTN: FIREDOG URL OPT-OUT, 225 PARKWAY 575, #2141, WOODSTOCK, GA 30188.

iv. FIRE DOG automatically measures and monitors network performance and the performance of your Internet connection and our network. We may also monitor and record information about your computer, equipment profile or settings and the installation of software we provide. You agree to FIRE DOG monitoring and recording information for the purpose of providing the Service. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of FIRE DOG or its authorized vendors, contractors and agents. FIRE DOG reserves the right to modify the password(s) for Equipment used with the Service in order to safeguard Internet security, the security and privacy of Customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our Customers. Should FIRE DOG change such password(s), we will use reasonable means to notify the Customers affected, which may include notice by email and/or through notice on ourwebsite.

v. The Service is for Customer's use only at the specified service locations. Customer is specifically prohibited from permitting other users and/or locations to access the FIRE DOG Internet service, whether through wireless or other means.

vi. FIRE DOG makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of devices using a single connection.

vii. Customer acknowledges and agrees that FIRE DOG shall have the right to monitor the "bandwidth" utilization (i.e. volume of data transmitted) arising out of the Service provided hereunder at any time and on an on-going basis. In its sole discretion, FIRE DOG may: (i) limit excessive use of bandwidth; (ii) suspend, terminate or limit a Customer's Account for excessive use of bandwidth; (iii) require Customer to upgrade Customer's service level and pay additional fees in accordance with FIRE DOG's Price List; (iv) require the payment of one and a half times the Service charges for past excessive bandwidth usage; and/or (v) otherwise require the payment of high bandwidth usage fees.

viii. FIRE DOG further reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if FIRE DOG (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with FIRE DOG's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions or policies for use**.**

C. **Security**. FIRE DOG recommends that the Customer implement security measures such as a "firewall" to protect the Customer's system from the hazards involved in getting connected to the Internet. Customer assumes full responsibility for any security measures relating to Customer's connection to FIRE DOG's Service(s), and Customer waives any and all claims against FIRE DOG for such security measure issues.

D. **Eavesdropping**. Our facilities are used by numerous persons or entities including, without limitation, other subscribers to the Service. As a result, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Service. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of the Service. Any sensitive or confidential information posted, stored, transmitted or disseminated by you is done so at your sole risk, and the FIRE DOG Entities shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by you. You acknowledge that software programs claiming to be capable of encryption are commercially available. We make no representation or warranty regarding the effectiveness of these programs.

E. **File Sharing**. FIRE DOG recommends that Customer leave File and Print Sharing services turned off. If Customer leaves File and Print Sharing ON, it is possible that other users can access Customer's machine while Customer is on the Internet. Customer hereby acknowledges and agrees that the Customer assumes all risk associated with "file sharing", and that FIRE DOG shall have no liability whatsoever for any claims, losses, damages, actions, suits or proceedings arising out of or otherwise relating to such use by theCustomer.

F. **FTP/HTTP**. You acknowledge that when using the Service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to allow such other persons or entities to gain access to Customer's Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. Neither FIRE DOG nor its affiliates or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others to the Customer Equipment or other equipment of yours.

G. **User Name and Address**. Customer represents that the username selected by the Customer, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and is not being selected for any unlawful purpose. Customer acknowledges and agrees that if such selection does interfere with the rights of any third party or is being selected for any unlawful purpose then FIRE DOG may immediately suspend the use of such FIRE DOG Internet e-mail address, and Customer will indemnify and hold the FIRE DOG Entities harmless for any claim or demand against FIRE DOG that arises out of such selection. Customer acknowledges and agrees that FIRE DOG shall not be liable to Customer in the event that FIRE DOG is ordered or required, as a result of a court order or legal settlement, to desist from using or permitting the use of a particular domain name as part of a FIRE DOG Internet e-mail address. If as a result of such action, Customer loses an e-mail address, the Customer's sole remedy shall be the receipt of a replacement FIRE DOG Internet e-mail address.

H. **Service and Feature Modifications**: FIRE DOG shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of FIRE DOG Service(s), including but not limited to equipment and system requirements.

I. **Web Hosting**. If Customer submits and FIRE DOG accepts a Service Order(s) for web hosting services, the following terms shall also apply:

i. **Authorization**. By using the Services to publish, transmit or distribute material or content, Customer (i) warrants that the material or content complies with the provisions of the Agreement, (ii) authorizes FIRE DOG, its agents, suppliers and affiliates to reproduce, publish,

distribute, and display such content worldwide and (iii) warrants that Customer has the right to provide such authorization. Customer acknowledges that material posted or transmitted using the Services may be copied, republished or distributed by third parties, and agrees to indemnify, defend and hold harmless the FIRE DOG Entities for any harm resulting from such actions.

ii. **Web Site Content**. If applicable, FIRE DOG (or its third party supplier) will host Customer's web site in a data center in accordance with FIRE DOG's then-current published specifications, including, without limitation, storage levels ("Customer Web Site"). Ownership of all graphics, text, or other information or content materials supplied or furnished by Customer for incorporation into or delivery through a Customer Web Site shall remain with Customer (or the party that supplied such materials to Customer). Ownership of any software developed or modified by FIRE DOG or its suppliers and all graphics, text, or other information or content materials supplied or furnished by FIRE DOG or its suppliers for incorporation into a Customer Web Site shall remain with FIRE DOG (or the party that supplied such materials to FIRE DOG). Customer agrees to be bound by and adhere to the required Digital Content License Agreement which applies with respect to FIRE DOG's provision in connection with the Services of certain objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and "applets", and "online" or electronic documentation. Customer agrees that FIRE DOG has no proprietary, financial, or other interest in Customer's goods or services that may be described in or offered through a Customer Web Site, and that Customer is solely responsible for content quality, performance, and all other aspects of its goods or services and the information or other content contained in or provided through a Customer Web Site. Customer assumes all responsibility for use by others of the Customer Web Site (including commercial transactions, whether completed or not).

iii. **Web Site Backup and Restoration**. Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Services) to protect the Customer content, including, without limitation, making appropriate backup copies of the Customer content as may be necessary for reconstruction of any data, files, informational materials, or electronic messages; and (ii) the FIRE DOG Entities are not responsible for backup and restoration of Customer Content.

J. **Domain Name Registration**. If Customer submits and FIRE DOG accepts a Service Order(s) for domain name registration services available from FIRE DOG or its third party supplier, the following terms shall also apply:

(i) **Registration**. At the request of Customer, FIRE DOG (or its third party supplier) will use commercially reasonable efforts to facilitate the registration of the Customer internet domain name ("Customer Domain Name") with a domain name registration service of FIRE DOG's choosing, but only to the extent that Customer provides FIRE DOG with all necessary information relevant to such registration and subject to the further terms and conditions of any third party supplier. The domain name registration service will invoice Customer directly for all applicable registration fees, maintenance fees, and other applicable fees related thereto. Customer hereby acknowledges that Customer is entirely responsible for the payment of any and all such fees. FIRE DOG does not represent that the Customer Domain Name will be available on an initial or ongoing basis. Further, Customer acknowledges that Customer, not FIRE DOG, has ownership, control, and use of the Customer Domain Name. Further, Customer hereby agrees now and forever to release and to hold harmless the FIRE DOG Entities, from any and all losses, damages, rights, claims, and actions with respect to, or in any way arising from: (i) services provided to Customer by a third party domain name registration service; and/or (ii) the domain name registration service's removal of allocation or support for the Customer Domain Name. Should Customer require modification of the Customer Domain Name or additional related services, additional charges may apply from the relevant registration service and/or from FIRE DOG for setup of the modification or addition.

(ii) **Sub-Domain Name**. Should Customer be unable to register a unique domain name, FIRE DOG may in its sole discretion grant upon Customer request and only for the term of the Service Order providing for such service, the limited, personal, and non-transferable right to specify and append a sub- domain name to FIRE DOG's prescribed domain name, for the sole purpose of uniquely identifying Customer's e- mail address. FIRE DOG does not represent that Customer's selected sub-domain name will be available. Customer receives no right to FIRE DOG's domain name other than as specifically stated in this Section. Upon the termination of the applicable Service Order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and FIRE DOG's domain name.

36. **Additional Cloud Service Terms.** In addition to the provisions of this Agreement generally applicable to all FIRE DOG Services, FIRE DOG Backup Services are subject to the following additional service terms. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain cloud services.

A. Backup Solution; Encryption and Data Security. With respect to the Backup solution provided by FIRE DOG, the following Backup Security Standards apply, unless otherwise addressed in a separate services or Ancillary Agreement: (i) the Backup Solution encrypts at standards up to 448-bit encryption. **Customer is responsible for enabling the data encryption**; (ii) once encrypted, non-encrypted data will not leave Customer's facility; and (iii) access to the data stored by Customer using the Backup Solution (the "Customer Data") requires use of a confidential password (the "Password") established by Customer. Customer understands and acknowledges that: (x) Customer is responsible for establishing and maintaining the security of its Password; and (y) Customer Data is accessible and retrievable by Customer only by use of the Password. **Customer understands and agrees that: (i) FIRE DOG cannot access or recover Customer Data in the event of a lost Password, and FIRE DOG will have no liability for any inability to access Customer Data due to a lost Password; and (ii) FIRE DOG will have no liability for any loss or compromise of Customer Data based on a stolen Password, or use by the Password of any unauthorized person.**

B. **Termination of Agreement; Transfer of Customer Data**. Upon termination of the Agreement, FIRE DOG shall provide Customer (or Customer's authorized representative) with commercially reasonable options and assistance in transferring the Customer Data to Customer and permanently deleting the Customer Data from the FIRE DOG Backup Solution. Customer agrees that: (i) the Agreement will continue on a month to month basis if Customer continues to store the Customer Data with FIRE DOG after expiration or termination of the Agreement, and Customer will in all events pay for services so long as Customer Data continues to be stored by FIRE DOG; and (ii) if Customer does not take steps to transfer and delete the Customer Data within ninety (90) days after the effective termination date of the Agreement, FIRE DOG may at its option: (i) permanently delete the Customer Data, without further obligation or liability to Customer; or (ii) continue to store the Customer Data, in which case Customer agrees to pay FIRE DOG's standard rates for such continued storage.

37. **Additional Cable Service Terms, Restrictions and Advisories**. In addition to the provisions of this Agreement generally applicable to all FIRE DOG Services, the following provisions more specifically apply to Customers that subscribe to the FIRE DOG Cable Service. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain services.

A. **Restrictions on Use**. Pay-per-view (including special programming such as sporting events), video on demand (VOD) and premium programming offered as part of the Cable service may not be distributed to commercial establishments. Customer may not 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. In all events, Customer must identify itself as a commercial establishment when requesting any such special authorization. Customer shall not, and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of the Cable service (or any part thereof); (ii) transmit the Cable service (or any part thereof) by any television or radio broadcast or by any other means or use the Cable service (or any part thereof) outside the of the service locations(s). Customer acknowledges that such duplication or reproduction may subject Customer to criminal penalties under applicable copyright and/or trademark laws. Customer agrees to not move any FIRE DOG Equipment, from another location to any service location. Customer further agrees not to undertake any activity related to the unauthorized reception of the Cable service at any service location(s). Customer shall not, and shall not authorize or permit any other person to (i) charge a cover charge or admission fee to the service location(s) at the time Cable service (or any part thereof) is being or is to be performed therein; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Cable service (or any part thereof) unless Customer has obtained all necessary licenses and authorizations from the applicable copyright owners (Customer acknowledges and agrees that it shall be solely responsible for the payment of any charges or fees in connection therewith); or (iii) insert any commercial announcements into the Cable service, or interrupt any performance of the Cable service for the making of any commercial announcements, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the service location provided that no compensation (whether in money or in any other form) is paid by any person or entity, directly or indirectly, for such announcements unless pursuant to a separate written agreement which permits store-casting or ad- casting. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to the Cable service. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD THE FIRE DOG ENTITIES HARMLESS FROM ANY CLAIM MADE AGAINST CUSTOMER OR FIRE DOG RELATING TO ANY UNAUTHORIZED COMMERCIAL EXHIBITION.

B. **Additional Sets**. Customer agrees not to add additional sets or disturb, alter or remove any portion of the FIRE DOG Equipment. Any unauthorized connection or other tampering with the Cable service or the FIRE DOG Equipment shall be cause for disconnection of the applicable Service, legal action and FIRE DOG shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees.

C. **Equipment.** Additional equipment is required to receive FIRE DOG Cable. Customers subscribing to FIRE DOG Cable must have a FIRE DOG Digital Receiver, HD Receiver, DVR, HD DVR, Digital Adapter, authorized CableCARD, or other provided equipment on all TVs connected to FIRE DOG Cable. Contact us for complete and current details, as equipment requirements are subject to change.

D. **Programming Content, Software, Applications, and Changes**. All programming, program services, program packages, number of channels, channel allocations, software, applications ("Apps"), and broadcast channels are subject to change in accordance with applicable law. Customer acknowledges and agrees that FIRE DOG has the right at any time to preempt, without prior notice, specific programs, software, Apps, and to determine what substitute software, Apps, and programming, if any, shall be made available. FIRE DOG may in its discretion make additions, deletions or modifications to its channel line- up without liability to Customer or anyone claiming through Customer. FIRE DOG shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to FIRE DOG or any other reason beyond the reasonable control of FIRE DOG. FIRE DOG assumes no liability for any programmer content or information distributed over FIRE DOG's cable system. Moreover, FIRE DOG shall not be responsible for any products, merchandise or prizes promoted or purchased through use of the cable system.

E. **Access to Online Content**. As part of certain levels of service, FIRE DOG allows access to online programming (the "Online Content") to authorized customers. The availability of such Online Content varies depending upon your service location and the level of service to which you subscribe, and is subject to change. By accessing the Online Content, you agree and understand that: (i) your access to Online Content is subject to the FIRE DOG terms of service and privacy policy (the "Terms"), which are subject to change, as well as additional terms and conditions imposed by the Online Content provider; (ii) airtime or data charges may apply, so please check with your carrier; (iii) you are responsible for keeping your password and other credentials confidential, as password sharing is prohibited and may result in additional charges; (iv) FIRE DOG may use its system and equipment to collect, use and store information regarding your use of the service, and may disclose anonymous usage information to Online Content providers and others; and (v) FIRE DOG may provide information about you to Online Content providers or their vendors so that they can: (a) verify that you are an authorized FIRE DOG subscriber who has authority to access the Online Content, and (b) identify certain characteristics about you, such as your service location. For example, we may provide to content providers information such as your FIRE DOG subscription status, globally unique identifier, zip code and other identification information. The content providers may use and store the information for purposes of authenticating your access rights and providing Online Content to you, including, for example, professional sports programming that is subject to league blackout rules based on a viewer's zip code. The content providers may also share anonymous information regarding you that FIRE DOG provides to them for various other commercial purposes such as selling advertising and generating ratings information for the programming. In addition, to access the Online Content, you may be re-directed to a third party website that is not controlled by or affiliated with FIRE DOG, and is subject to its own terms and conditions and policies. FIRE DOG has no responsibility for the Online Content, the third party website, or the use, storage or disclosure of information that you provide to a third party.

38. **Force Majeure**. If FIRE DOG's (or any of its vendors, agents or suppliers) performance of any obligation under this Agreement is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, failure or malfunction of Customer Equipment or third party equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, floods or other catastrophes, accidents, power failure, failures of telecommunications or computer resources, a third party supplier, fuel, energy, labor or materials, national emergencies, insurrections,

terrorist act, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then FIRE DOG and its vendors, agents and suppliers shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. FIRE DOG shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch. FIRE DOG may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects FIRE DOG's ability to provide the Services herein.

39. **Telephone and Email Contact:** We ask that you provide us with a contact email address (which may include that of a wireless or mobile device) and telephone number (which may be your home telephone, your cell phone, or another number that you provide to us). By providing us with these contact addresses and telephone numbers, you give us express consent to email and call you (including text messages) for purposes that include marketing our services to you and providing you with transactional or informational messages about your account and services (for example, we may call or email you about a new product or promotion, or if there will be a change or interruption in your services, or if we have a question about or want to provide you with information concerning your services, equipment, account, billing statement or a past due invoice), and these calls may include autodialed calls, pre-recorded and/or artificial voice messages. You further understand and agree that: (i) certain calls and emails (such as calls to a cell phone or an email to a wireless device) may result in data or airtime charges from your carrier, which are your responsibility; (ii) you will notify us immediately if your contact email or telephone number changes; and (iii) being included in any state or federal "do not call" registry will not be sufficient to remove you from FIRE DOG's phone marketing list. Please contact us if you do not want us to place telemarketing calls to you or send you marketing emails. You are not required to give us consent to call you with promotional messages to receive services from us.

40. **Survival of Limitations**. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

41. **MODIFICATIONS TO THESE TERMS.** FIRE DOG MAY REVISE, AMEND OR RESTATE THESE TERMS AND CONDITIONS FROM TIME TO TIME. IF WE ARE REQUIRED BY LAW TO GIVE YOU ADVANCE NOTICE OF A SIGNIFICANT CHANGE TO THESE TERMS REGARDING YOUR CABLE SERVICES, IT MAY BE PROVIDED ON YOUR MONTHLY BILL, AS A BILL INSERT, BY MAIL, E-MAIL, IN A NEW SPAPER, BY TRANSMISSION OVER OUR CABLE SYSTEM OR OTHER COMMUNICATION PERMITTED UNDER APPLICABLE LAW. MOREOVER, FIRE DOG WILL NOTIFY YOU OF OTHER CHANGES TO THESE TERMS REGARDING YOUR INTERNET AND/OR PHONE SERVICES BY POSTING A NEW VERSION OF THIS DOCUMENT ON THE FIRE DOG WEB SITE AT https://www.firedogssc.com/legal (OR ANY SUCCESSOR URL(S)) AND/OR BY E-MAIL OR POSTAL MAIL. ACCORDINGLY, CUSTOMERS AND USERS OF THE FIRE DOG SERVICES SHOULD REGULARLY VISIT OUR WEB SITE AND REVIEW THESE TERMS AND CONDITIONS TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSION. CUSTOMER AGREES THAT ANY ONE OF THE FOREGOING METHODS OF NOTICE WILL CONSTITUTE SUFFICIENT NOTICE OF SUCH CHANGES. NOTWITHSTANDING THE FORGOING, IF FIRE DOG MAKES A CHANGE TO THESE TERMS THAT IS MATERIAL AND ADVERSE TO CUSTOMER, CUSTOMER HAS THIRTY (30) DAYS FOLLOW ING 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. FIRE DOG AT ITS OPTION MAY AGREE NOT TO APPLY THE CHANGED TERMS TO CUSTOMER, IN WHICH CASE THE AGREEMENT IS NOT SUBJECT TO EARLY TERMINATION BY CUSTOMER.

42. **Severability**. The parties acknowledge that FIRE DOG is subject to the provisions of its franchises and to the provisions of applicable federal and state laws and regulations. Any duty or promise of FIRE DOG under this Agreement that conflicts with any provision of a franchise, or with applicable federal or state laws or regulations 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.

43. **Notices.** Except as otherwise provided in this Agreement, any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; notices to FIRE DOG shall be sent to FIRE DOG, Attn: FIRE DOG VP of Business Operations, 225 Parkway 575, #2141, Woodstock, Georgia, 30188, with a copy to: FIRE DOG General Counsel, Attn: Robert Schenk, 1126 Ponce De Leon Ave #101, Atlanta, Georgia, 30306. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.

44. **Miscellaneous.** This Agreement, together with the Business Customer Agreement, Service Order, applicable tariffs, Acceptable Use Policy, applicable Ancillary Agreements and any other policies, rules, regulations or service guides communicated to Customer, constitute the entire agreement between Customer and FIRE DOG and supersedes all other agreements whether written or oral, including but not limited to any advertising, brochures, proposals, representations, or understandings regarding the subject matter hereof, and shall prevail if any conflict arises. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC 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. No approved assignment shall relieve Customer of its obligations hereunder. FIRE DOG may assign or transfer this Agreement at any time without consent and without notice. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by FIRE DOG, Customer also agrees to sign written assurances and other export- related documents as may be required for FIRE DOG to comply with U.S. export regulations. Except as specifically provided herein, this Agreement does not expressly or implicitly provide any third party (including users) with any

remedy, claim, liability, reimbursement, cause of action, or other right or privilege. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s). Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.