

Business Terms and Conditions

1.0 AGREEMENT. The Blue Stream Business Class Terms and Conditions (“**Terms and Conditions**”), and any Blue Stream Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Blue Stream Business Class Service Agreement (“**Service Agreement**”) and constitute the “**Master Agreement**” by and between Customer and Blue Stream (“Blue Stream”) (collectively, the “**Parties**” or each individually a “**Party**”) for the services specified on Service Orders (“**Services**”). The attachments to these Terms and Conditions (“**Attachments**”) further describe BLUE STREAM’s Services and are hereby incorporated by reference. The Attachments may set forth additional terms and conditions for the applicable Service.

2.0 SERVICES AND SERVICE ORDERS.

2.1 Subject to the terms and conditions of the Master Agreement (including, without limitation, Customer’s compliance with its obligations set forth in Section 5), BLUE STREAM shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Unless otherwise set forth, BLUE STREAM shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond BLUE STREAM’s reasonable control.

2.2 Customer shall request Services hereunder by issuing to BLUE STREAM one or more proposed service and/or work order(s) (in the form provided or approved by BLUE STREAM) or via a mutually agreed electronic order entry system. Upon BLUE STREAM’s acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a “Service Order” hereunder and shall be deemed incorporated into the Master Agreement. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) BLUE STREAM’s acceptance of such proposed service and/or work order in writing; or (b) BLUE STREAM’s commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 SERVICE & EQUIPMENT INSTALLATION. Customer shall obtain and maintain, or ensure that each Customer employee or branch office to whom the Services will be provided, or who shall use the Service (each, an “**End User**”), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, BLUE STREAM personnel to install, deliver, operate and maintain the Services and Blue Stream Equipment (as defined in Section 4 below) at Customer’s and any Customer End User’s facilities. Customer shall permit Blue Stream reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the Blue Stream Equipment and other Service components collocated at Customer’s or an End User’s facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any BLUE STREAM Equipment as specified by BLUE STREAM and that is required to provide the Services hereunder. In addition, Customer will provide BLUE STREAM with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of BLUE STREAM Equipment at the Customer locations identified in a Service Order. Customer shall not charge BLUE STREAM, and shall ensure that BLUE STREAM does not incur, any

fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer. Provided that Customer properly performs all necessary site preparation and provides BLUE STREAM with all required consents, BLUE STREAM shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. In the event that BLUE STREAM is unable to install the Service in accordance with the agreed upon schedule as a result of (i) Customer's (or its End User's) failure to deliver any required materials, support or information to BLUE STREAM; or (ii) BLUE STREAM not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay BLUE STREAM the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by BLUE STREAM and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Interconnection of the Services and BLUE STREAM Equipment with Customer's or an End User's equipment will be performed by Customer unless otherwise agreed in writing between the Parties.

4.0 SUPPORT & MAINTENANCE. BLUE STREAM shall use commercially reasonable efforts to maintain the BLUE STREAM- provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items, (collectively, "**BLUE STREAM Equipment**") on BLUE STREAM's side of the demarcation points used by BLUE STREAM to provide the Service(s). Notwithstanding any contrary provision set forth in the Master Agreement, equipment and services on Customer's side of the demarcation points as well as any other Customer-provided equipment are the responsibility of Customer. BLUE STREAM shall provide a telephone number and email address for inquiries and remote problem support for the Service(s). All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by BLUE STREAM and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall BLUE STREAM be responsible for providing support for any network, equipment or software not provided and installed by BLUE STREAM or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, BLUE STREAM shall use commercially reasonable efforts to restore any cable cuts on the BLUE STREAM network and shall keep Customer reasonably advised of such restoration progress. Customer agrees to provide routine operational Service support for BLUE STREAM Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by BLUE STREAM.

5.0 CUSTOMER OBLIGATIONS.

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

A. The Services provided by BLUE STREAM 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 BLUE STREAM Internet Service, whether through wireless or other means; and (iii) Customer will adhere to any BLUE STREAM policies,

rules and regulations provided to Customer. Customer acknowledges that BLUE STREAM 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 BLUE STREAM 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. Use of the Services must respect the property rights of BLUE STREAM and others. Title and intellectual property rights to the Services are owned by BLUE STREAM, 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 BLUE STREAM and other owners of such material is prohibited.

D. BLUE STREAM 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 BLUE STREAM's audit reveals that Customer's usage of the Service(s) exceeds Customer's rights hereunder or under any applicable Business Customer Agreement, BLUE STREAM 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 BLUE STREAM's then-current fees for such additional usage.

E. Any breach of this Section 5 shall be deemed a material breach of this Agreement. In the event of such material breach, BLUE STREAM shall have the right to restrict, suspend or terminate immediately any or all Service Orders, without liability on the part of BLUE STREAM and then to notify Customer of the action that BLUE STREAM has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

5.2 Customer's use of the Service(s) (including all content transmitted via the Service(s)) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service(s) other than for Customer's internal business purposes, unless otherwise agreed in writing by BLUE STREAM. Customer shall ensure that its End Users' use of the Service(s), if any, shall comply with all applicable laws and regulations and terms of the Master Agreement and any applicable Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all applicable Service policies, including without limitation acceptable use policies, and other terms and conditions established by BLUE STREAM and available on the BLUE STREAM web site, <https://www.bluestreamfiber.com/business/>, as may be modified from time to time by BLUE STREAM, in its sole discretion. BLUE STREAM may audit Customer's use of the Service(s) remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.3 Customer shall ensure that all BLUE STREAM Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances and Customer shall be responsible for loss or damage to the BLUE STREAM Equipment while at Customer's or an End User's facilities. As between the Parties, Customer is solely responsible for: (a) all use (whether or not authorized) of the Service(s) by Customer, an End User or any person or entity, which use shall be deemed Customer's use for purposes of this Agreement; (b) all content that is viewed, stored or transmitted via the Service(s); and (c) all third party charges incurred for merchandise and services accessed via the Service(s), if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service(s) provided by BLUE STREAM.

6.0 TERM. The Master Agreement shall commence on the date of the last signature on the Service Agreement (the "Effective Date") and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "Term"). The Term for the applicable Service(s) shall be set forth in the Service Order ("Initial Order Term") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Agreement, if the Customer continues to receive Service(s) after the expiration of the Initial Order Term, the Service(s) shall renew on a month-to-month basis on the same terms and conditions ("Renewal Order Term", collectively with Initial Order Term, "Order Term"). The fees for the Renewal Order Term shall be as set forth in Section 8.

7.0 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.**

8.1 PAYMENT. For each Service, Customer agrees to pay BLUE STREAM all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "Service Charges") as set forth on the Service Order in accordance with the following payment terms: Service Charges will be billed to Customer on a monthly basis, and are payable within thirty (30) days after the date appearing on the invoice. BLUE STREAM will not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. BLUE STREAM shall have the right to

increase Service Charges for each Service after the initial Order Term for such Service upon thirty (30) days written notice to Customer. BLUE STREAM may charge a late fee for any amounts which are not paid when due. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If BLUE STREAM fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice in accordance with these payment terms.

8.2 Any amounts not paid to BLUE STREAM 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(s), 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 BLUE STREAM AMOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 30 DAYS FROM THE BILLING DATE**, in addition to any past due balance.

8.3 Billing Statement Errors and Disputes. Notwithstanding anything in these Terms and Conditions to the contrary, Customer must provide to BLUE STREAM written notice of any billing statement errors or disputed charges within thirty (30) days from the date of the bill. Customer should send written notice to: BLUE STREAM Internet, Attn: VP of Business Operations, 4236 NW 120 Ave Coral Springs, FL 33065. 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 30 day period, Customer waives his/her/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.

9.0 Credit Approval and Deposits. This Agreement is contingent upon credit verification and approval of the Customer by BLUE STREAM. Customer shall provide BLUE STREAM with true and correct credit information requested by BLUE STREAM. Customer authorizes BLUE STREAM 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. BLUE STREAM, in its sole discretion, may deny the Service(s) based upon an unsatisfactory credit history, or may condition the Service(s), which may include requiring (i) pre-payment for Service(s) 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 BLUE STREAM 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 BLUE STREAM, Customer authorizes BLUE STREAM 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 BLUE STREAM) of all BLUE STREAM Equipment that is not returned to BLUE STREAM undamaged within ten (10) business days after disconnection of Service(s); and (ii) amounts due to BLUE STREAM 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 BLUE STREAM Equipment, if payment has been made for all amounts due on Customer's Account and Customer returns the BLUE

STREAM Equipment undamaged. Unless otherwise required by applicable law, refunds of less than \$1.00 will only be paid upon Customer request.

10.1 TAXES.

10.2 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Service(s) and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. BLUE STREAM shall have the right to recover from Customer the amount of any state or local fees, charges or taxes arising as a result of this Agreement that are imposed on BLUE STREAM or BLUE STREAM's Services, or measured on BLUE STREAM's receipts. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. BLUE STREAM shall be responsible for and shall pay all taxes measured by BLUE STREAM's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon BLUE STREAM's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on BLUE STREAM's net income. Customer shall be responsible for providing BLUE STREAM any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Service(s) are first provided under the Master Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse BLUE STREAM for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

10.3 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services BLUE STREAM provides and, consequently, uncertainty about what fees, taxes and surcharges are due from BLUE STREAM and/or its customers. Customer agrees that BLUE STREAM has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding BLUE STREAM's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that BLUE STREAM currently collects or passes through by writing to BLUE STREAM at the following address and requesting same: Blue Stream Communications, 4236 NW 120 Ave Coral Springs, FL 33065; Attention: Subscriber Tax Inquiries.

11.1 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

11.2 BLUE STREAM's Proprietary Rights. All materials including, but not limited to, any BLUE STREAM Equipment (including related firmware), software, data and information provided by BLUE STREAM, any identifiers or passwords used to access the Service or otherwise provided by Blue Stream, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by BLUE STREAM to provide the Service (collectively "BLUE STREAM Materials") shall remain the sole and exclusive property of BLUE STREAM or its suppliers. Customer shall acquire no interest in the BLUE STREAM Materials by virtue of the payments provided for herein. Customer may use the BLUE STREAM Materials solely for Customer's use of the Service(s). Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the BLUE STREAM Materials, in whole or in part, or use them

for the benefit of any third party. All rights in the BLUE STREAM Materials not expressly granted to Customer herein are reserved to BLUE STREAM. Customer shall not open, alter, misuse, tamper with or remove the BLUE STREAM Equipment as and where installed by BLUE STREAM, and shall not remove any markings or labels from the BLUE STREAM Equipment indicating BLUE STREAM (or its suppliers) ownership or serial numbers.

11.3 Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the BLUE STREAM Materials and any other information and materials provided by BLUE STREAM in connection with this Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of this Agreement.

11.4 Software. If software is provided to Customer hereunder, BLUE STREAM grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

12.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS. BLUE STREAM has the right, but not the obligation, to upgrade, modify and enhance the BLUE STREAM Equipment (including related firmware) and the Service(s) and take any action that BLUE STREAM deems appropriate to protect the Service(s) and its facilities. BLUE STREAM has the right to add to, modify or delete any provision of these Terms and Conditions (including the Terms of Use). BLUE STREAM will notify Customer of any material adverse change to these Terms and Conditions (including the Terms of Use) or Service descriptions by posting such modified Terms and Conditions (including the Terms of Use) or Service description on the BLUE STREAM web site or by email, or, if applicable, in the appropriate BLUE STREAM tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Service(s) shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if BLUE STREAM modifies the Services or these Terms and Conditions (including the Terms of Use) and such modification has a material adverse impact on Customer's ability to use the Service(s), Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, the Service Order relating to the affected Service.

13.0 TERMINATION. Either Party may terminate a Service Order; (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period; or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of the Master Agreement or the Terms of Use, BLUE STREAM may upon thirty (30) days written notice suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, BLUE STREAM may immediately terminate or suspend Customer's or its End User's use of the Service(s) if such use is determined by BLUE STREAM, in its sole discretion, to be resulting in a material degradation of the BLUE STREAM network, until such time as such degradation has been remedied. BLUE STREAM will use commercially reasonable efforts to assist Customer in

remedying such degradation. In the event of a suspension, BLUE STREAM may require the payment of reconnect or other charges before restarting the suspended Service(s). Upon the termination or expiration of the Master Agreement and the Service Order(s) hereunder: (i) BLUE STREAM's obligations hereunder shall cease; (ii) Customer shall promptly pay all amounts due and owing to BLUE STREAM for Service(s) delivered prior to the date of termination or expiration, and any deinstallation fees identified in the Service Order(s), if any; (iii) Customer shall promptly cease all use of any software provided by BLUE STREAM hereunder, and shall return such software to BLUE STREAM; and (iv) Customer shall return to BLUE STREAM or permit BLUE STREAM to remove, in BLUE STREAM's discretion, the BLUE STREAM Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing BLUE STREAM for the reasonable and documented costs of the repair or replacement, at BLUE STREAM's discretion, of any BLUE STREAM Equipment not returned in accordance with this Section. In addition, notwithstanding anything to the contrary herein, upon early termination of a Service Order by Customer for any reason or by BLUE STREAM for any reason set forth in Section 5 above, Customer shall, at BLUE STREAM's discretion: (1) promptly pay BLUE STREAM the full amount of the Service Charges that Customer would have been charged for the remainder of the Term; or (2) reimburse BLUE STREAM for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations and any unpaid portion of the installation fee set forth in the applicable Service Order(s). Notwithstanding the foregoing, Customer or BLUE STREAM may immediately terminate the applicable Service Order without penalty if after entering into such Service Order, BLUE STREAM conducts a site survey and learns that the construction costs will require a material increase in the Service Charges. The foregoing shall be in addition to any other rights and remedies that BLUE STREAM may have under the Master Agreement or at law or equity.

14.0 INDEMNIFICATION. Customer agrees to defend, indemnify and hold harmless BLUE STREAM, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service(s), including but not limited to a breach of Section 5 herein; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents.

15.0 DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE(S) AND USES THE SAME AT ITS OWN RISK. BLUE STREAM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE(S) AND BLUE STREAM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, BLUE STREAM EQUIPMENT AND BLUE STREAM MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA BLUE ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY BLUE STREAM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. BLUE STREAM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE(S) WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE,

ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, BLUE STREAM DOES NOT WARRANT THAT ANY SERVICE(S) OR EQUIPMENT PROVIDED BY BLUE STREAM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE(S) MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE(S) IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE(S) INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT BLUE STREAM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND BLUE STREAM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

16.1 LIMITATION OF LIABILITY. IN NO EVENT SHALL BLUE STREAM BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, AND SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER BLUE STREAM HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BLUE STREAM'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL BLUE STREAM'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. BLUE STREAM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE AVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

16.2 Limitations on BLUE STREAM'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 BLUE STREAM Equipment and the Services. Except for gross negligence or willful misconduct by it, BLUE STREAM 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 BLUE STREAM, it shall pay at its sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be Customer's sole remedy relating to such activity.

When Customer uses certain features of the Service(s), such as on-line features of the Service(s) (where available), you may require special software, applications, and/or access to the Internet. BLUE STREAM 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. BLUE STREAM is not required to provide you with any assistance in removal of viruses. If BLUE STREAM decides, in its sole discretion, to install or run virus check software on your computer(s), BLUE STREAM makes 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. BLUE STREAM 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.

16.3 BLUE STREAM does not represent, warrant, or covenant that the installation of the software or applications described in the preceding paragraph or access to its 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 BLUE STREAM NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

16.4 YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY BLUE STREAM OR ITS AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF ITS SERVICES. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH BLUE STREAM'S 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 BLUE STREAM NOR ANY OF ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

16.5 BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST BLUE STREAM FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE BLUE STREAM EQUIPMENT OR THE SERVICE(S) AND ANY OTHER SERVICE(S), SYSTEMS, OR EQUIPMENT.

17.0 DISCLOSURE OF CUSTOMER INFORMATION. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Notice, and, if applicable, in BLUE STREAM's tariff, which are incorporated herein by reference. The Subscriber Privacy Notice is available

at www.bluestreamfiber.com. In addition to the foregoing, Customer hereby acknowledges and agrees that BLUE STREAM may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with BLUE STREAM's Subscriber Privacy Notice or, if applicable, tariff. In addition, BLUE STREAM shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

18.0 COMPLAINT RESOLUTION. Customer may submit a complaint to BLUE STREAM with regard to any aspect of the Service(s), including the quality of the reception of video services, at any time. BLUE STREAM maintains a telephone number (844-416-1000) that is available 24 hours a day, 7 days a week. 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 service technician to visit your business. If the problem cannot be resolved by the CCR, the problem will be referred to a supervisor who will make best efforts to resolve the issue immediately. If a Customer has a complaint requiring further escalation, Customer should contact BLUE STREAM at our telephone number, 844-416-1000, in writing at BLUE STREAM, Attn: VP of Business Operations, 4236 NW 120 Ave Coral Springs, FL 33065, or by e-mailing us from the "Contact Us" section on www.bluestreamfiber.com. BLUE STREAM's policy is to reply to an escalated Customer complaint within thirty (30) working days of receipt. BLUE STREAM 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 BLUE STREAM. If Customer is dissatisfied with BLUE STREAM's handling of a complaint, Customer can also contact the local or state franchising authority. Information regarding Customer's local or state franchising authority can be found on Customer's monthly billing statement, or by calling 844-416-1000.

19.0 FORCE MAJEURE. Notwithstanding anything to the contrary contained herein, a Party shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, coaxial cable cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event").

20.1 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government- imposed fees or charges that increases the costs or other terms of BLUE STREAM's delivery of Service(s) to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by BLUE STREAM in providing the Service(s), Customer acknowledges and agrees that BLUE STREAM may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided BLUE STREAM 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(s) without incurring termination liability, provided Customer notifies BLUE STREAM at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that BLUE STREAM 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(s) or any portion thereof, and BLUE STREAM is required under applicable law to apply those rates to Customer's purchase of Service(s) under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern BLUE STREAM's delivery of, and Customer's use or consumption of the Service(s). In addition, if BLUE STREAM determines that offering or providing the Service(s), or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then BLUE STREAM may terminate the Master Agreement and any affected Service 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.

20.2 The Master Agreement, its Attachments and the Service Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which BLUE STREAM provides the Service(s). If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by BLUE STREAM of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

21.0 ENTIRE AGREEMENT. The Master Agreement, including without limitation all attachments that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

22.0 ORDER OF PRECEDENCE. Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that BLUE STREAM permits a Customer to use its own standard purchase order form to order the Service(s), the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Agreement or Service Order are inconsistent with the terms of these Terms and Conditions, the terms of the Service Agreement then the terms of the Service Order shall control.

23.0 COMPLIANCE WITH LAWS. As between the Parties, BLUE STREAM will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to BLUE STREAM's operation and provision of the Services as contemplated herein, and Customer will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated herein. Unless specified otherwise in the Master Agreement, each Party will give all notices, pay all fees and comply with all laws, ordinances, rules and

regulations relating to its performance obligations specified herein.

24.1 GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, except to the extent superseded by federal law.

Attachment A

Business Class Cable TV Service

("Cable TV Service")

Cable TV Service: If Customer selects to receive the Cable TV Service, BLUE STREAM shall provide Basic, Expanded and Digital Cable services. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime and The Movie Channel, may not be received or shown on any television receiver located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof. Additionally, some program services have surcharges for delivery of their services to certain types of businesses (i.e.: restaurants, bars, grills and other types of hospitality businesses) and some prohibit their program services altogether.

BLUE STREAM shall have the right to add, modify, or delete channel line-ups.

Customer's use of the Cable TV Service is subject to the following additional terms and conditions:

In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, BLUE STREAM agrees to provide such equipment and Customer agrees to pay for such equipment at the same rate charged by BLUE STREAM to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.

In the event that any BLUE STREAM audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights hereunder, Customer shall pay BLUE STREAM 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 the applicable Service Charges for such additional usage.

The monthly service charges set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees and franchise fees. Notwithstanding anything to the contrary in this Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B

Business Class Phone Service

("Voice Services")

Business Class Phone Service: If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

Customer's use of the Voice Services is subject to the following additional terms and conditions:

- Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service is electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services may not operate in the event of an electrical power outage or an BLUE STREAM network service interruption. Customer also acknowledges that, in the event of a power outage at Customer's or any End User's facility, any back-up power supply provided with a BLUE STREAM-provided voice-enabled cable modem may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances.
- The location and address associated with the Voice Service will be the address identified on the Service Order. Customer is not permitted to move BLUE STREAM Equipment from the location and address in which it has been installed. If Customer moves a voice-enabled cable modem to an address different than that identified on the Service Order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the Service Order and not the new address. Customer consents to BLUE STREAM's disclosure of Customer's name, address and or/telephone number in response to 911 and similar public safety requests and to the telephone companies serving those end users to whom Customer calls so that calls may be completed.
- Pursuant to 47 C.F.R. § 9.5(e), Customer shall specifically advise every end user of the Voice Service prominently and in the language provided below, of the circumstances under which E911 service may not be available.

Business Class voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Blue Stream Communications network failure, Enhanced 9-1-1 ("E911") services may not be available.

The Master Agreement prohibits moving your Blue Stream Communications voice-enabled customer premise equipment to a new address. If this equipment is moved to another location, E9-1-1 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the Service Order will be provided to emergency operators for all emergency calls made from the telephone numbers associated with the Service Order. To move your service to another service location you must call Blue Stream Communications.

- Customer shall obtain and keep a record of affirmative acknowledgement by every end user of the Voice Service of having received and understood the above advisory. Customer shall also distribute to all end users of the Voice Services labels/stickers to be supplied by BLUE STREAM and instruct all end users of the Voice Services to place them on or near the equipment used in conjunction with the service.
- Customer agrees that BLUE STREAM will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services. Customer acknowledges that BLUE STREAM does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services, and that Customer must contact (at Customer's sole expense) any applicable

alarm, security, medical or other monitoring system or service provider or other third-party service provider in order to test the operation of Customer-provided equipment, facilities and systems with the Voice Service.

- BLUE STREAM's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by BLUE STREAM at the BLUE STREAM network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the BLUE STREAM network interface device or equipment. Customer must notify BLUE STREAM at least seventy two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
 - Customer agrees to provide BLUE STREAM and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes BLUE STREAM to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that BLUE STREAM has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.
 - Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by BLUE STREAM pursuant to its provision of the Voice Service will be protected by BLUE STREAM as described herein, in the Blue Stream Communications Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.
- BLUE STREAM may use and disclose CPNI when required by applicable law. BLUE STREAM may use CPNI and share CPNI with its partners and contractors without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of BLUE STREAM, Customer and related parties in preventing fraud, theft of Services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of BLUE STREAM's network systems; and (v) to market additional BLUE STREAM services to Customer that are of the same category as the services that Customer purchases from BLUE STREAM. BLUE STREAM will obtain Customer's consent before using CPNI to market to Customer BLUE STREAM services that are not within the categories of services that Customer purchases from BLUE STREAM. Customer agrees that, except as provided in Section 16.0 of the Terms and Conditions and applicable law, BLUE STREAM will not be liable for any losses or damages arising as a result of disclosure of CPNI.
- In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by BLUE STREAM, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by BLUE STREAM's then-current standard policies or as prescribed by applicable

regulatory requirements, if any. Notwithstanding the foregoing, BLUE STREAM shall have no other liability for any error or omission in any directory listing information.

Attachment C

Business Class Broadband High Speed Internet

("Internet Service")

Broadband High Speed Internet ("Internet Service"): Customer's use of the Internet Service is subject to the following additional terms and conditions:

BLUE STREAM's provision of any Internet Service is subject to availability.

BLUE STREAM shall allow Customer employees to use (however, in no event shall BLUE STREAM be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Internet Service, as applicable, provided that BLUE STREAM shall have the right to disconnect (or demand the immediate disconnection of) any such Internet Service that degrades any service provided to other subscribers on the BLUE STREAM network.

Customer shall not upload, post, transmit or otherwise make available on or via the Internet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. BLUE STREAM may remove content that in its judgment violates these standards.

BLUE STREAM shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization. In addition, BLUE STREAM shall have the right, but not the obligation, to: (i) review public content associated with the Internet Service, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by BLUE STREAM; and (ii) remove (or demand the removal of) any such content that BLUE STREAM determines to be unacceptable or to violate the terms of the Master Agreement, any bandwidth utilization limitations or other Terms of Use.

Each tier or level of Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and BLUE STREAM network congestion, time of day and the accessed website servers, among other factors.

<https://www.bluestreamfiber.com/legal/business-service-agreement/>

Business Service Agreement

BLUE STREAM BUSINESS CLASS SERVICE AGREEMENT

This Blue Stream Business Class Service Agreement sets forth the terms and conditions under which Blue Stream will provide to Customer the services, Internet, Cable and Phone (the "Service" or "Services"), indicated in this Agreement as shown in the attached summary of Services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your" and we refer to Blue Stream as "Blue Stream", "we", "us" or "our."

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST IMMEDIATELY STOP THE USE OF THE SERVICE(S) AND NOTIFY BLUE STREAM SO THAT YOUR ACCOUNT MAY BE CLOSED.

1. Subscription to Services. By signing or electronically submitting this Agreement with BLUE STREAM, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the Parties when (i) it is specifically accepted by BLUE STREAM either electronically or in writing, (ii) BLUE STREAM begins providing the Services described in the Service Order, or (iii) BLUE STREAM begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the Parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon BLUE STREAM's engineering review to determine the serviceability of the premises. If BLUE STREAM determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of Phone, the day Phone Service is activated, BLUE STREAM 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 his/her/its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of BLUE STREAM's Services is specifically subject to this Agreement and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at www.bluestreamfiber.com (the "General Terms"), which may be modified by BLUE STREAM from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at www.bluestreamfiber.com or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by BLUE STREAM from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by BLUE STREAM or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the BLUE

STREAM Web site at www.bluestreamfiber.com (or any successor URL(s)). Accordingly, customers and users of the BLUE STREAM Services should regularly visit our Web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if BLUE STREAM makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate this Agreement without the imposition of early termination charges. Customer's continued receipt of Services shall be deemed acceptance of any such change. If BLUE STREAM agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

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

4. Payment; Charges

(a) You agree to pay BLUE STREAM for (i) all use of your Services (including, if BLUE STREAM is the party billing you for ISP or OLP Service, for your subscription to your choice of ISP or OLP, as applicable), (ii) installation and applicable service charges, (iii) BLUE STREAM Equipment and (iv) all applicable local, state and federal fees and taxes, all in accordance with this Agreement.

(b) If you receive VoIP Service, the fees and charges for VoIP Service begin to accrue on the Install Date, as defined in this Agreement.

(c) All charges are payable on the due date specified, or as otherwise indicated, on my bill. You agree that late charges may be assessed, subject to applicable law, on amounts that are past due. Your failure to deliver payment by the due date is a breach of this Agreement. The current late fees will be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. BLUE STREAM reserves the right to change the late fees.

(d) You agree that if your Services account with BLUE STREAM is past due, BLUE STREAM may terminate any of your Services or accounts, including VoIP Service, in accordance with applicable law. If you have a credit due to your or a deposit is being held on any account with BLUE STREAM, the credit or deposit may be used to offset amounts past due on any other account you may have with BLUE STREAM without notice to you. To reconnect any terminated Services, you may be required, in addition to payment of all outstanding balances on all accounts with BLUE STREAM, to pay reconnect charges or trip charges (where applicable) and/or security deposits before reconnection.

(e) BLUE STREAM may verify my credit standing with credit reporting agencies and require a deposit based on your credit standing or other applicable criteria. BLUE STREAM may require a security deposit or a bank or credit card or account debit authorization from you as a condition of providing or continuing to provide the Services. If BLUE STREAM requires a security deposit, the obligations of BLUE STREAM regarding such security deposit will be governed by the terms of the deposit receipt provided by BLUE STREAM to you at the time the deposit is collected. You agree that BLUE STREAM may deduct amounts from your security deposit, bill any bank or credit card submitted by you or utilize any other means of payment available to BLUE STREAM for any past due amounts payable by you to BLUE STREAM, including in respect of damaged or unreturned Equipment.

(f) If you have elected to be billed by credit card, debit card or ACH transfer, you agree that you will automatically be billed each month for any amounts due under this Agreement. If you make payment by check, you authorize BLUE STREAM and its agents to collect this item electronically.

(g) BLUE STREAM may charge fees for all returned checks and account debit, bank card or charge card chargebacks. The current return/chargeback fees can be provided on request. BLUE STREAM reserves the right to change return/chargeback fees.

(h) If you subscribe to HSD Service, you acknowledge that, even if BLUE STREAM is billing for the HSD Service, your ISP or OLP may require a bank or credit card or account debit authorization or other assurance of payment from you, including for charges for additional or continuing Services outside the HSD Service billed by BLUE STREAM that are payable under the ISP Terms. You agree that BLUE STREAM or your ISP (and, if applicable, OLP) may bill any bank or credit card submitted by you to your ISP or OLP or utilize any other means of payment available to your ISP or OLP for any past due amounts payable by you to BLUE STREAM. You also agree that responsibility for billing for your HSD Service subscription may be changed between BLUE STREAM and your ISP or OLP upon notice to you.

(i) All use of your Services, whether or not authorized by you, will be deemed your use and you will be responsible in all respects for all such use, including for payment of all charges attributable to your account (e.g., for VOD movies, merchandise ordered via Internet, international long distance charges, etc.). BLUE STREAM is entitled to assume that any communications made through your Services or from the location at which you receive the Services are your communications or have been authorized by you. You are legally responsible for all costs and charges associated with communications made through your Services or from the location at which you receive the Services, whether made by you or a third party. Your Services may contain or make available information, content, merchandise, products and services provided by third parties and for which there may be charges payable to third parties (which may include your choice of ISP or OLP and/or entities affiliated with BLUE STREAM). You agree that all such charges incurred by you or attributed to your account will be your sole and exclusive responsibility and agree to pay the same when due, and shall indemnify and hold harmless BLUE STREAM for all liability for such charges. You agree that BLUE STREAM is not responsible or liable for the quality of any content, merchandise, products or services (or the price thereof) made available to you via the Services, for the representations or warranties made by the seller or manufacturer of any such item, or for any damage or injury, if any, resulting from the use of such item.

(j) You acknowledge that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services BLUE STREAM provides and, consequently, uncertainty about what fees, taxes and surcharges are due from BLUE STREAM and/or its customers. Accordingly, you agree that

BLUE STREAM has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to you. You further agree to waive any claims you may have regarding BLUE STREAM's collection or remittance of such fees, taxes and surcharges. You further understand that you may obtain a list of the fees, taxes and surcharges that BLUE STREAM currently collects or passes through by writing to BLUE STREAM at the following address and requesting same: BLUE STREAM, 12409 NW 35th Street, Coral Springs, FL 33065; Attention: Subscriber Tax Inquiries (?).

(k) You agree that it is your responsibility to report BLUE STREAM billing errors within 30 days of receipt of the erroneous bill so that Service levels and all payments can be verified. If not reported within 30 days, you agree that any errors are therefore waived.

5. PHONE SERVICE E911 NOTICE. In some of our service areas, BLUE STREAM offers interconnected voice over IP ("VoIP") Phone Services, which may include Hosted VoIP Services. Our VoIP Phone Services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO BLUE STREAM'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: BLUE STREAM'S VOIP PHONE SERVICE ALLOWS YOU TO BLUE STREAMESS E911 SERVICES. YOU WILL NOT BE ABLE TO BLUE STREAMESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. BLUE STREAM MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE BLUE STREAM MODEM 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 BLUE STREAM IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF BLUE STREAM DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR BLUE STREAM SERVICES UTILIZING A TELEPHONE CABLE MODEM, 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 BLUE STREAM PROVIDED BLUE STREAM MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE BLUE STREAM SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE BLUE STREAM MODEM OR OTHER BLUE STREAM PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, BLUE STREAM SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

6. 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 by calling us at 954-753-0100. 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.

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

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

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

10. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's Agreement to purchase such Services for the entire applicable Term. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement before the expiration of the agreed upon Term without cause or BLUE STREAM's early termination of the Agreement for cause, will require that Customer pay to BLUE STREAM 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 BLUE STREAM including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 100% 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 BLUE STREAM 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 BLUE STREAM including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges, all previously waived non-recurring charges for the Services and/or costs associated with implementing the downgrade; plus (c) 100% of the difference between the monthly recurring charges at the rates stated in the original Service Order form and the monthly recurring charges at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Unless otherwise agreed to by Customer, non-bulk video Services are not subject to early termination fees. Customer agrees that BLUE STREAM'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 BLUE STREAM 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 BLUE STREAM's current month-to-month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify BLUE STREAM Customer Care by written notice to BLUE STREAM at BLUE STREAM Internet, Cable & Phone, Attn: VP of Business Operations, 12490 NW 35th Street, Coral Springs, FL 33065. 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 BLUE STREAM.

11. Access to Premises and Installation of System. Customer grants BLUE STREAM 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 BLUE STREAM, shall secure and maintain all necessary rights of access to the service location(s) for BLUE STREAM to install, operate and remove its equipment and provide the Services. If necessary, Customer shall assist BLUE STREAM in securing a right of entry or other access rights, including an easement, from the land and/or building owner. BLUE STREAM in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If BLUE STREAM's access rights to the service location are terminated or restricted, early termination fees will apply.

12. Limitation of Liability: BLUE STREAM's total liability to Customer in connection with this Agreement for any and all causes of action and claims, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) proven direct damages or (b) the aggregate amount of payments made by Customer to BLUE STREAM during the six (6) month period immediately preceding the month in which the circumstances giving rise to the claim occurred.

13. Indemnification: Customer shall indemnify, defend and hold harmless BLUE STREAM and its affiliates, employees, directors, officers, representatives, subcontractors, interconnection service providers, suppliers and agents ("Indemnified Parties") from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and disbursements (collectively, "Claims"), to the extent any such Claim is asserted by a third party against any Indemnified Party, directly or indirectly, by reason of or resulting from any Customer failure to perform an obligation under this Agreement or any action or inaction of Customer or its employees or agents that is illegal or constitutes negligence or intentional misconduct, or as a result of: (i) claims for libel, slander, infringement of copyright or unauthorized use of trademark, logo, trade name or service mark arising out of use of any service; (ii) claims for patent infringement arising from combining or connection of facilities to use BLUE STREAM's network; (iii) claims for damage to property and/or personal injuries (including death) arising out of the negligence or willful act or omission of Customer; and (iv) claims that the content or the actions of Customer violate any law or regulation.

14. DISCLAIMER OF WARRANTIES: EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, BLUE STREAM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY BLUE STREAM SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. RCN SPECIFICALLY DISCLAIMS ANY AND ALL

IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

Disclaimer of Certain Damages:

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

15. Force Majeure: Neither Party shall be liable, nor shall any credit or other remedy be extended, for any failure to full obligations under this Agreement due to causes beyond a Party's reasonable control, including but not limited to: acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order regulation or action of any governmental entity or civil or military authority, power or utility failures, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs work stoppages or other labor difficulties. A Force Majeure event shall not excuse the obligation to make a payment due pursuant to this Agreement, except to the extent that the Force Majeure event physically interferes with and delays delivery of the payment.

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

17. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized BLUE STREAM Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on BLUE STREAM. 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 BLUE STREAM's prior written consent. The Parties acknowledge that BLUE STREAM is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of BLUE STREAM under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of this Agreement shall remain in full force and effect. **IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.**

BLUE STREAM INTERNET, CABLE AND PHONE CUSTOMER

Signature: _____ Date: _____

_____ Print Name: _____

_____ Title: _____

Signature: _____ Date: _____

_____ Print Name: _____

_____ Title: _____

_____ Services Address: _____

_____ Phone: _____

CUSTOMER ACKNOWLEDGEMENT:

By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) BLUE STREAM may contact me at the phone number above (or such other phone number or email address provided by me to BLUE STREAM), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) BLUE STREAM manages its Internet Network according to specific Practices and Procedures, which can be found at www.bluestreamfiber.com; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those related to the PHONE SERVICE E911 NOTICE. The applicable General Terms, and Service Policies can be found at www.bluestreamfiber.com.