

## OPENBAND COMPLETE WIRE MAINTENANCE PACKAGE

### PACKAGE DEFINITIONS.

OpenBand's Complete Wiring Maintenance Package ("The Package") covers service calls that (i) require repair to twisted pair telephone wiring, OpenBand cable television wiring and/or OpenBand cable Internet service wiring located inside the customer's home, and/or (ii) identify whether the source of a service problem resides within the inside wiring or the customer's on-premise equipment. Inside wiring covered under this Package is owned by the customer or a third party and is defined as wiring that begins at the OpenBand demarcation point.

Without the Package, OpenBand can repair inside wiring but will have to charge certain fees based upon the time required to complete the maintenance activity. Repair and maintenance beyond the OpenBand demarcation point is the responsibility of OpenBand unless there is deliberate damage to, or pre-existing problems with the wiring on the outside of the home.

### PACKAGE TERMS AND CONDITIONS.

The Package only applies to customers that subscribe to OpenBand video service, OpenBand Internet service and/or OpenBand telephone service. The Package only covers inside wiring associated with the OpenBand services and does not cover inside wiring used to deliver the following services: (i) non-standard telephone systems such as PBX or fixed wireless services, or (ii) video or data transmission services delivered by Direct Broadcast Satellite, Multi-channel Multi-point, CBand, fixed wireless providers and other providers. In addition to inside wiring, the Package includes repair and replacement of jumper cables, amps purchased from OpenBand, connectors, splitters, phone jacks and extensions within the OpenBand demarcation point.

Charges for the Package and any other terms or conditions applicable to the Package may change at any time with at least 30-day prior written notice. The Package is optional and covers all inside wire-related service calls, pursuant to the Package's terms, for as long as the customer subscribes to the Package. The Package may be cancelled at any time; however, if the Package is cancelled within 60 days of a service call the customer will be charged the full service rate. The Package is effective the day the customer orders the Package.

The Package does not cover repair to customer premise equipment (i.e., TV, DVD player, surround sound, faxes, scanners, printers, computers, routers, external devices, telephones, etc.); however, customers subscribing to the Package will not pay for a service visit even if the OpenBand technician discovers that the trouble is within the customer's equipment. The Package does not cover initial installation or installation of primary or additional Internet or cable outlets or telephone jacks or the move or reconfiguration of existing Internet or cable outlets and telephone jacks. Additional fees may apply for work performed that is not covered by this Package.

The Package does not cover the repair of wire concealed within a wall (i.e., wire that is wall fished). If the repair is not covered under the Package the customer may: (i) make the repair themselves, (ii) hire an outside contractor, or (iii) have OpenBand perform the repair at its standard billing rate and in accordance to industry installation standards.

The Package does not cover rewiring after a home is destroyed or damaged by fire, flood, earthquake, acts of nature, vandalism, gross negligence or willful damage. Except as expressly set forth herein, and as permitted by law.

OpenBand shall not be liable for any damages, including indirect, incidental, punitive or consequential damages of any kind, which arise from services performed under this agreement. OpenBand makes no warranties, express or implied, under this agreement and specifically disclaims any warranty of merchantability or fitness for a particular purpose. Other restrictions may apply.

### PRICING; BILLING; PAYMENT AND SUPPORT.

Customer agrees to pay the fees applicable to Package on a monthly basis and to pay: (i) applicable taxes, (ii) surcharges, (iii) recovery fees, (iv) activation fees, (v) installation fees, (vi) set-up fees, (vii) Equipment charges, (viii) ETFs, and (ix) other recurring and nonrecurring charges associated with the Package. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. If you cancel any component of a Packages plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing, non-discounted month-to-month service rate. Billing for Package will begin upon the order completion date for the Package

If you enroll in OpenBand's eBilling program, you agree to view and pay your bill electronically each month and to provide OpenBand with current, accurate, complete, and updated information including your legal name, address, telephone number(s), email address and applicable payment data such as your bank account number. You agree to notify OpenBand immediately of any changes in your email address or other registration or payment data. You will no longer receive a paper bill. Instead, each month you will receive an email notifying you that your bill is available online for viewing and payment at <http://support.openband.net>. You must continue to pay your paper bill until you receive your first e-mail notification that your bill is available online. If your electronic payment is rejected for any reason, OpenBand may charge a return item fee (where permissible), cancel your enrollment in the eBilling program and resume sending you paper bills. If you wish to revoke consent

to eBilling and receive a paper bill, contact OpenBand customer service at 866-OPENBAND (866-673-6226) or 703-961-1110. If you use a third-party bill payment vendor or distributor to receive and pay your OpenBand bill, OpenBand is not responsible for the accuracy and timeliness of your bill payments.

We may discontinue your Service without notice if Service charges are refused for any reason, or if you fail to make payment when due or to provide us with a new charge card expiration date before the existing one expires.

If any portion of your bill is not paid by the due date, OpenBand may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. Otherwise, the late fee will be the lesser of 1.0 % per month, or the highest rate permitted by law. If OpenBand uses a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover any money due, including attorneys' fees. If you fail to pay on time and OpenBand refers your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law.

Subject to applicable law, if you intend to dispute a charge on your billing statement, you must contact us within thirty (30) days of the billing date you receive the bill in question. **UNDISPUTED PORTIONS OF YOUR BILLING STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE SUSPENSION OR TERMINATION OF THE SERVICE.**

If you have any concerns regarding customer service, billing, or service quality, please contact us at our toll free customer service telephone number: 866-OPENBAND (866-673-6226) or 703-961-1110. You may also write to the address listed below. OpenBand personnel are available 24 hours a day.

OpenBand Customer Relations Manager  
22980 Indian Creek Drive  
Dulles, VA 20166

E-mail us at:

billing@openband.net (for billing issues); or  
support@openband.net (for service issues)

When you contact us, please explain the nature and history of the problem. We will try to promptly resolve your concern. If we are unable to resolve your concern, we will notify you that we are unable to do so and explain the reason why.