

Additional Terms of Service Addendum (Business)

All defined terms hereunder that are not specifically defined below shall have the same meaning ascribed to them as in your Agreement.

1. **Purpose.** The purpose of this Addendum is to specify in detail the additional terms and conditions that apply to the Fiber Services. These additional terms of service are part of the Agreement between us so please read them carefully. In the future, if you order additional Fiber Services from us, as they become available, you may be required to execute separate terms and conditions for such services.
2. **Suspension of Services.** In the event that we reasonably believe that you are using the Fiber Services for any detrimental or unlawful purpose or in contravention with the terms and provisions of the Agreement, without limiting any of our legal remedies, we may immediately discontinue one or all of your Fiber Services without notice to you or liability. Upon such occurrence any prepaid fees will be forfeited by you. Revocation of service does not relieve you of the obligation to pay any amount due and owing as of the date of termination.
3. **Additional Cable Television Terms and Conditions.** To the extent that you receive any cable television services from us you agree to the following terms and conditions:
 - a. All cable television content provided by us is subject to copyright protection and you are not authorized to copy and distribute for sale, or to retransmit any such content. You may also not charge admission for the viewing our cable television service. Notwithstanding the foregoing, to the extent permitted by law, you may make personal recordings of cable television content for your personal use only.
 - b. Other than a standard industry recording device (e.g. a DVR or VCR), you may not install or attach any device to our Equipment that can record and store our cable television content including, but not limited to, an external computer hard drive. If you have any questions about whether a device is authorized, you are encouraged to call us for clarification.
 - c. If you, or somebody at your residence, order pay-per-view programming from us, you will be obligated to pay for such programming. We recommend that you utilize an access code for ordering pay-per-view programming to prevent accidental and unauthorized orders. If you have questions about how to program an access code please refer to our equipment guide or contact us.
4. **High Speed Internet Services.** To the extent you receive high speed Internet service from us; you agree to abide the following terms and conditions. These terms and conditions supersede all other High Speed Internet Service terms and conditions in the Agreement.
 - a. As a part of our Internet service, we may provide you with access to free software downloads for things like virus protection, spam filtering and pop up blockers. So long as you are our customer, you have a limited license to use such software for your personal use only. You are prohibited from reverse engineering, copying, or otherwise modifying any of the software code. In the event you cancel your high speed Internet service with us, you agree to stop using such software and destroy any copies of the software you have made on your computer or otherwise.
 - b. You understand that all speed and throughput levels for our Internet services stated in your Agreement are “up to” levels and represent the higher end of the ranges of speed and throughput you can expect to receive from our Internet service. Because there are many factors outside of our control, including, but not limited to, your computer configuration, that may affect the speed of your Internet service, we do not guarantee that our Internet service will perform at any speeds or throughput levels.
 - c. If, in our sole judgment, you are uploading and/or downloading a significant amount of data, we reserve the right to impose a reasonable usage based charge and/or change your subscription to a higher Internet service package as a condition of continuing service with us.
 - d. We have promulgated Acceptable User and Privacy Policy Guidelines (“AUPP”) to govern the use of our Internet services, which are hereby incorporated by reference and made a part of the Agreement. You agree to read and abide by our AUPP. A copy of the AUPP is available on our web page or, if you call our customer service department, we will mail a copy of the AUPP to you.
 - e. You understand and acknowledge that we reserve the right to restrict any content or services that may otherwise be available through your Internet connection if we determine, in our sole judgment, that: (i) such content is illegal; or (ii) our network or business is put at risk by such content.
5. **Additional Phone Service Terms and Conditions.** To the extent you receive phone service from us; you agree to abide the following terms and conditions. These terms and conditions are in addition to all other phone service terms and conditions in the Agreement.
 - a. You may not use the phone service for any of the following: (i) autodialing or continuous or excessive call forwarding; (ii) fax broadcast or fax blasting; (iii) telemarketing including, without limitation, polling, political solicitation, or charitable solicitation; (iv) unlawful activities; (v) abusive conduct including, without limitation, threatening, harassing or fraudulent behavior; or (vi) any purpose that threatens the safety, security or use of our network or our business including, but not limited to, excessive usage. You may not resell our phone service or equipment. If, in our sole and reasonable judgment, you are excessively using any of our phone service features or packages, including but not limited to unlimited long distance, we reserve the right to require you to subscribe to a higher level phone service package as a requirement of continuing your phone service with us.
 - b. **Special Provisions Regarding E911 and Other Emergency Services.** YOUR VOICE SERVICES INCLUDE 911/ENHANCED 911 (E911) FUNCTIONALITY THAT MAY DIFFER FROM THE 911/E911 FUNCTIONALITY FURNISHED BY OTHER PROVIDERS. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911 USING THE COMPANY’S VOICE SERVICES. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER OUR VOICE SERVICES OF THESE LIMITATIONS. You acknowledge that your services are electrically powered and that your voice services, including the ability to access 911/E911 emergency services and building security and medical monitoring services may not operate in the event of an electrical power outage or if your broadband cable connection is disrupted or not operating. The location and address associated with your voice services will be the address identified on the service order. You acknowledge that under the terms of this agreement, you are not permitted to move the Company’s Equipment (including phones used for the voice services we provide) from the location in which it has been installed. If you do so, you do so in violation of this Agreement and at your own risk. Furthermore, if you move your phone or other Equipment to an address different than that identified on the service order, calls from you to 911 will appear to 911 emergency service operations to be coming from the address identified on the service order and not the new address. We utilize telephone numbers that are assigned in accordance with applicable numbering rules. Our voice services cannot accommodate the assignment of a telephone number outside of the telephone rate center to which that number is appropriately assigned. You understand that 911/E911 may not function if voice services are interrupted for any reason, including but not limited to failure of Company Equipment, a power outage, failure of the Company’s network or facilities, network congestion, or suspension or disconnection of your services because of nonpayment.
 - c. You understand that our phone service is provided under the authority of a telephone tariff filed with your State’s Public Utility Commission. Our tariff which contains additional terms and conditions regarding your phone service is hereby incorporated in the Agreement by reference.
6. **Cooperation with Law Enforcement.** If, in our sole and reasonable judgment, we believe you are using any of our Fiber Services for an illegal purpose, you acknowledge and agree that we may provide information about your usage to proper legal authorities for investigation and prosecution. You also agree that we may forward information about you and your use of the Fiber Services in response to law enforcement requests, subpoenas, court orders or similar requests when we reasonably determine that the disclosure of such information is appropriate and warranted under the circumstances.
7. **Additional Inside Wire and Maintenance Terms and Conditions.** If you signed up for our Inside Wire and Maintenance Plan (the “Plan”), you agree to the following terms and conditions:
 - a. Fiber Service. For avoidance of doubt, the Plan is a Fiber Service for purposes of the Agreement.
 - b. Description. You are normally responsible for maintaining any inside wiring installed within your premises. The purpose of the Plan is to provide you protection against damage to the wiring and jacks we install on your behalf subject to the limitations set forth in these terms and conditions.
 - c. Coverage. When you call us to report trouble with a Fiber Service, we will test to determine the origin of the problem. If we determine that the problem is coming from the inside wiring we installed within your premises, subject to the limitations in these terms and conditions, we will repair or replace the defective wiring and/or jacks at no cost to you. If we determine that the problem is coming from any other source within your premises including, but not limited to, your equipment or wiring you installed, we reserve the right to charge you for any work we perform on your behalf to fix the problem.
 - d. Exceptions to Coverage. The following are excluded and not a part of the Plan: (i) any damage caused by an “Act of God” (earthquake, flood, acts of war, fire, lightning, wind or fire); (ii) gross or intentional damage caused by you to the inside wiring; (iii) damage to our Equipment; (iv) any wiring you install; (v) repair or replacement of any of your equipment; (vi) repair or replacement of wires or jacks that we cannot access; (vii) any wiring issues that existed prior to the date we installed the Fiber Services at your premises; (viii) problems occurring in any horizontal or vertical risers owned by another party.
8. **Additional Set Top Maintenance Plan Terms and Conditions.** If you signed up for our Set Top Maintenance Plan (the “Set Top Plan”), you agree to the following terms and conditions:
 - a. Fiber Service. For avoidance of doubt, the Set Top Plan is a Fiber Service for purposes of the Agreement.
 - b. Description. Per your Agreement with us, you are normally responsible for any damage caused to a set top box or DVR unit we provide to you while in your possession regardless of cause. The purpose of the Set Top Plan is to provide you protection against any accidental damage caused to a set top box or DVR.

- c. Coverage. If you experience an issue with your DVR or set top box, you will bring that Equipment in to our store location. We will examine the Equipment and determine the cause of issue. If we determine the issue was caused, in our reasonable estimation, by normal wear and tear, a manufacturing or software defect, or by an accident, we will replace the set top box or DVR at no charge to you.
- d. Exceptions to Coverage. The following are excluded and not a part of the Set Top Plan: (i) any intentional damage to the Equipment; (ii) any damage caused by misuse or gross neglect (more than three claims in a 12 month period will be considered to be misuse); (iii) theft of the Equipment; (iv) damage caused to any of your other equipment.
- 9. Business Managed Router Plan Terms and Conditions. If you signed up for our Business Managed Router Plan (the “BMRP”), you agree to the following terms and conditions:
 - a. Fiber Service and Equipment. For avoidance of doubt, the BMRP is a Fiber Service for purposes of the Agreement. The Business Managed Router is Equipment owned by Metronet for purposes of the Agreement, and upon termination of the BMRP, must be returned to Metronet in good condition, reasonable wear and tear excepted.
 - b. Description. You are normally responsible for purchasing and maintaining the router you use in connection with the Fiber Services. Subject to the limitations set forth in these terms and conditions, under the BMRP, we will: install a router; install cable from the optical network terminal (ONT) to the router (installation of cable from the router to equipment or devices is not included); provide Wi-Fi and guest Wi-Fi passwords; assist in connecting up to 20 compatible Wi-Fi devices and up to 4 hardwired devices to the router (reconfiguration of devices is not included); provide training on basic router troubleshooting; provide on-going remote router support, and if determined by Metronet to be necessary, provide on-site router support during normal business hours. On-site support is subject to scheduling and availability; if scheduled outside of normal business hours, additional charges may apply.
 - c. Coverage. When you call us to report trouble with a Business Managed Router, we will determine the origin of the problem. If we determine that the problem is coming from the Business Managed Router we own and installed within your premises, subject to the limitations in these terms and conditions, we will repair or replace the defective Business Managed Router at no cost to you. If we determine that the problem is coming from any other source including, but not limited to, your equipment, devices or wiring you installed, we reserve the right to charge you for any work we perform on your behalf to fix the problem. Metronet will assist you free of charge at your request: with basic ongoing Business Managed Router maintenance; in adding new compatible Wi-Fi or hardwired devices to the Business Managed Router (computers only, networked scanners, printers, etc. are not covered; assistance connecting devices to any guest network not included); and, in resetting passwords.
 - d. Exceptions to Coverage. The following are excluded and not a part of the BMRP: (i) maintenance, support, repair or replacement arising out of or caused by an “Act of God” (earthquake, flood, acts of war, fire, lightning, wind or fire); (ii) maintenance, support, repair or replacement arising out of or caused by your gross negligence or intentional misconduct; (iii) maintenance, support, repair or replacement of any wiring (other than wiring or cable between the ONT and the Business Managed Router); (iv) theft of the Business Managed Router (v) maintenance, support, repair or replacement of any of your property (including switches and jacks), equipment or devices; (vi) maintenance, support, repair or replacement arising out of or caused by your property, equipment or devices; (vii) maintenance, support, repair or replacement not directly associated with the Business Managed Router. Wi-Fi networks have security weaknesses, are susceptible to attacks that can compromise your information and are not guaranteed to be secure. You hereby acknowledge the risks and assume all responsibility for them. We disclaim all liability for security-related risks and incidents of every nature and kind.

