COMMERCIAL AGREEMENT FOR FIBER OPTICS SERVICES

ACCEPTANCE OF THIS AGREEMENT

This Commercial Agreement for Fiber Optics Services ("Agreement") governs Customer's purchase, access to, and use of the Electric Power Board of Chattanooga ("EPB") commercial fiber optics television, Internet, and telephone services (collectively, the "Services") and any hardware owned and provided by EPB ("Equipment") in connection with the Services. The "Customer" (also referred to as "you" or "your") means the person or entity identified as the customer of record in EPB's records. The service address as shown in EPB's records are the physical location(s) where EPB provides the Services and Equipment (each, a "Premises," and collectively, the "Premises"). If Customer's billing address differs from a Premises, EPB will send invoices to the billing address on file, but each Premises remains the location governed by the provisions of this Agreement applicable to that location. You are solely responsible for complying with all terms and conditions of this Agreement. By accessing, using, or receiving the benefit of the Services or Equipment, including through your employees, agents, or contractors, or by allowing any other third party to do so, you agree to be bound by this Agreement. This Agreement is available for review at at www.epb.com/legal. If you vacates a Premises, cease operations at a Premises, or no longer associated with the account, any person or entity who continues to access, use, or receive the benefit of the Services and Equipment at that Premises shall be deemed the "Customer" and shall be jointly and severally liable for all charges and for compliance with this Agreement. EPB's continued provision of Services or Equipment to a Premises constitutes your acceptance of this Agreement.

ACCEPTABLE USE OF SERVICES

The Services and Equipment are provided solely for your commercial, non-residential use each Premises. You agree not to resell, redistribute, or otherwise make the Services or Equipment available to any third party without EPB's prior written consent. You shall not use the Services in any manner that may tamper with, interfere with, disrupt, bypass, or gain unauthorized access to any Service, Equipment, or EPB's network, or use the Services or Equipment in any manner inconsistent with their intended purpose or applicable law. Your use of the Services and Equipment is subject to EPB's Acceptable Use Policy and Privacy Notice, and you agree to be bound by these policies. The Acceptable Use Policy and the Privacy Notice are available for review at www.epb.com/legal. EPB may update the Acceptable Use Policy and Privacy Notice from time to time, and your continued use of the Services constitutes your acceptance of any such updates. A Customer who violates any terms contained in this Agreement or in any applicable policy may have their Services immediately suspended or terminated, with or without notice, in EPB's sole discretion. You are responsible for reading and understanding this Agreement and all applicable policies prior to using the Services or Equipment and for ensuring that all users of the Services or Equipment at each Premises, including your employees, agents, contractors, and invitees, comply with this Agreement and all applicable policies.

UNAUTHORIZED USE OF THE SERVICES

You shall not use, nor assist others in using, any unauthorized hardware, software, or device to access, tap, or tamper with EPB's fiber optic network, the Services, or Equipment for any purpose. You shall not engage in, nor assist others in, the unauthorized receipt, access, or use of the Services or Equipment. If you perform any action described above, EPB may immediately terminate your Services without notice and seek all available legal and equitable remedies, including damages, which may include the cost of any stolen Services and Equipment, the cost of network repairs, lost revenue, and reasonable attorneys' fees and costs. EPB may report all such activities to law enforcement and appropriate regulatory authorities.

SALES AGREEMENT

To purchase specific Services, Equipment, or both at a Premises, Customer must sign a Sales Agreement to EPB describing the applicable Services, Equipment, pricing, and term (each, a "Sales Agreement"). A Sales Agreement becomes effective upon EPB's commencement of installation or provision of the Services or Equipment described in the Sales Agreement. Upon becoming effective, each Sales Agreement is incorporated into and made a part of this Agreement, and the Services and Equipment purchased

under it are subject to all terms and conditions of this Agreement in addition to the specific terms of that Sales Agreement. A Sales Agreement may specify a minimum term, pricing, or other commitment applicable to the Services or Equipment purchased under it, which shall control over any general terms of this Agreement. The expiration, termination, or cancellation of one Sales Agreement shall not, by itself, affect this Agreement or any other Sales Agreement then in effect. Termination of this Agreement shall automatically terminate all Sales Agreements then in effect.

INSTALLATION AND ACCESS

You grant EPB, including its employees, authorized contractors, and agents the right to enter each Premises at reasonable times to install, maintain, inspect, audit, repair, replace, upgrade, or remove any Services and Equipment. This includes the right to access both the interior of the Premises and the exterior of the Premises and any adjacent areas or easements reasonably necessary for EPB to perform its work. In the event of an emergency, including but not limited to a network outage or equipment failure EPB may enter the Premises without prior notice. EPB may evaluate a Premises to determine whether any facilities, infrastructure, or equipment must be constructed, installed, or upgraded in order to provide the Services, Equipment, or both at that Premises, and EPB may, in its sole discretion, charge an installation fee at EPB's then-current rate to provide the Services or Equipment. You represent and warrant that you are either the owner of the Premises or have obtained all necessary permissions from the property owner to allow EPB to perform the work. You agree to provide a safe work environment for EPB's personnel. EPB reserves the right to decline or postpone the work if, in EPB's judgment, the work environment is unsafe or if Customer fails to provide access. You have the right to request proper identification from any EPB representative requesting entry to the Premises. If you are unsure of an individual's identity, you should contact EPB Customer Service before allowing entry.

EPB OWNED EQUIPMENT

All Equipment provided to Customer by EPB that is not sold to Customer under a Sales Agreement, may include routers, optical network terminals, set-top boxes, and telephone system equipment, shall remain the exclusive property of EPB. The Equipment shall not be deemed a fixture or in any way become part of the Premises, regardless of the manner in which it is attached to or incorporated into the Premises. You may not sell, lease, abandon, pledge, transfer, encumber, or move the Equipment from the Premises without EPB's express prior written consent. You are responsible for the safekeeping of all Equipment from the time it is delivered or installed until it is returned to EPB. You agree to pay the full replacement cost, at EPB's then-current rates, for any Equipment that is lost, stolen, unreturned, or damaged (excluding normal wear and tear), regardless of whether the damage was caused by you or a third party. EPB may upgrade, replace, or remove any Equipment, in EPB's sole discretion, at any time the Services are active or following the termination of the Services, without liability to Customer for any resulting interruption or loss of Services. At Customer's request, EPB may relocate the Equipment at EPB's then-current charge for such relocation. You acknowledge that installing or using the Services or Equipment at any location other than the Premises, unless expressly authorized in writing by EPB, may cause the Services or Equipment to fail or function improperly, and EPB shall have no liability for any such failure or improper function.

CUSTOMER OWNED EQUIPMENT

EPB shall have no responsibility or liability for the maintenance, operation, service, repair, or replacement of any equipment owned by Customer that is connected to or used in conjunction with the Services or Equipment, including but not limited to televisions, computers, tablets, point-of-sale systems, or any other customer-owned devices. You authorize EPB and its contractors to configure your equipment and to send software and application updates to such equipment when necessary, as determined by EPB, to provide, maintain, or support the Services, even if such actions change, add, or remove features or functionality, or affect the performance of your equipment. You are solely responsible for implementing appropriate safeguards to protect your equipment, software, files, and data, including maintaining current backups of all data and files. If you are not the owner of the equipment, you are responsible for obtaining all necessary authorizations from the equipment owner to permit EPB to access and perform the activities described in this Agreement, and you agree to indemnify and hold EPB harmless from any claims arising from EPB's reliance on your representation that such authorizations have been obtained. Customer shall be solely responsible for providing, maintaining, programming, configuring, and properly operating all Customer-owned telephone equipment and handsets, and for ensuring that such equipment is used in compliance with all applicable laws, rules, and regulatory requirements. Customer shall also be responsible for the programming and management of its telephone system, except to the extent the telephone system or related equipment is provided, installed, or managed by EPB pursuant to this Agreement or an

applicable Sales Agreement. EPB shall have no liability for Customer's telephone system or Customer-owned telephone equipment, except to the extent such liability arises from services expressly designated as EPB's responsibility under this Agreement or an applicable Sales Agreement.

WIRING

All inside wiring located within the Premises is owned by you and is your sole responsibility, and EPB shall have no liability regardless of whether such inside wiring was installed by EPB. Ownership and responsibility of the inside wiring begin twelve (12) inches from the point where the wiring enters the exterior wall of the Premises. If a Premises is located within a multi-tenant building or other facility with shared infrastructure, the demarcation point shall instead be the point of entry or other point designated by EPB or the property owner, and all wiring between that point and the interior of the Premises shall be treated as inside wiring for purposes of this Agreement. EPB has no obligation to operate, maintain, repair, replace, or provide support for any inside wiring, and EPB shall have no liability for any damage, loss, or service interruption caused by or related to any inside wiring. At your request, EPB may install, repair, or modify your inside wiring at EPB's then-current charges for such services; provided, however, that EPB is under no obligation to perform such work and may decline to do so in its sole discretion. Any inside wiring installed, repaired, or modified by EPB at Customer's request shall become Customer's property and sole responsibility upon completion of the work.

CREDIT POLICY AND DEPOSIT

By making a request for Services, you agree that EPB may review your previous billing history and you authorize EPB to make credit inquires and to access credit reports and credit history from consumer reporting agencies, commercial credit reporting agencies, or other third parties, in accordance with the Fair Credit Reporting Act and other applicable law. You further authorize EPB to disclose your credit information to appropriate third parties, including affiliates, collection agencies, and credit reporting agencies, for legitimate business purposes in accordance with applicable law. EPB may require you to pay a deposit for the Services, the Equipment, or both prior to activating the Services or delivering the Equipment, in an amount determined by EPB in its sole discretion. EPB reserves the right to require an additional or increased deposit at any time based upon a change in Customer's payment history or creditworthiness, as determined by EPB in its sole discretion. Any deposit held by EPB will be applied first to any outstanding charges, fees, or other amounts owed by Customer upon termination of Services. Any remaining deposit balance will be refunded to Customer within thirty (30) days following the termination of all Services and the return of all Equipment to EPB in satisfactory condition.

BILLING AND PAYMENTS

EPB will bill all charges associated with the Services and Equipment monthly in advance (except for usage-based charges, which will be billed monthly in arrears) plus applicable federal, state, and local taxes, regulatory and governmental fees, and other charges including, but not limited to, public, educational, and governmental access; universal service; franchise fees; and 911/E911 fees. Service charges and Equipment charges will be billed at EPB's then-current fee schedule. You may find EPB's current fee schedule online at www.epb.com or by calling EPB's Customer Service Center at 423-648-1372. Some regulatory and governmental fees and taxes may be imposed or become applicable retroactively and you will be responsible for paying any such retroactive fees and taxes. If you are exempt from payment of taxes, you must provide EPB with an original certificate that satisfies all applicable legal requirements for tax-exempt status. A tax exemption will only apply after the date EPB receives it. You agree to pay all charges as shown on your bill within twenty (20) days from the date of the bill. Your failure to pay the total bill balance when due may result in a late fee equal to the greater amount of $5.00 or 1.5% per month of the amount that is past due. The late fee charged is liquidated damages for the reasonable estimate of EPB's costs resulting from late payments or nonpayment of bills. Your bill for Services and Equipment must be paid in lawful currency of the United States or by such other payment methods as EPB may accept in its sole discretion. EPB may, in its sole discretion and according to applicable law, suspend or terminate your Services and remove Equipment from your Premises if you fail to pay the total bill balance when due. If your Services are suspended or terminated for failing to pay the total bill balance when due, EPB may require you to pay a reconnection fee. This reconnection fee is in addition to all past due charges and late fees, and EPB shall not be obligated to restore Services until all past due charges, late fees, and the applicable reconnection fee have been paid in full. If you pay by credit card but EPB does not receive payment from your credit card issuer or its agents, you agree to pay this amount upon EPB demand. EPB may charge a returned payment fee at EPB's then-current rate for all returned checks and credit and debit card chargebacks, and the unpaid amount plus the fee must be paid by

cash, cashier's check, or money order. If your payment is returned as unpaid more than once, EPB may require you to make all future payments by cash, cashier's check, or money order. If EPB retains an agency or attorney to collect any amount owed by you, you will be obligated to pay all of EPB's costs of collection, including court costs, collection agency fees (up to nineteen percent (19%) of the amount owed), and attorneys' fees. If you dispute any charge on your bill or are eligible to receive a bill credit, you must contact the EPB Customer Service Center at 423-648-1372 within one hundred twenty (120) days after the date on your EPB bill or you waive such dispute or credit. By using the Services, you are solely responsible for all charges payable to third parties that you may incur such as, but not limited to, charges for telephone numbers that charge for services, purchases or subscriptions made through the Internet, or television content available separately from the Services charged by EPB.

THIRD PARTY LICENSES

The Services and Equipment may include or require the use of third-party applications and software, including open-source software, which may be subject to their respective license agreements. Customer's obligation to comply with third-party license agreements applies to third-party applications or software that Customer directly accesses, installs, downloads, or otherwise interacts with in connection with the Services or Equipment. EPB makes no representations or warranties of any kind regarding any third-party applications or software, and EPB shall have no liability for any damages arising from your use of, or inability to use, any third-party application or software. All third-party license agreements are incorporated into this Agreement by reference. EPB reserves the right to update, replace, or discontinue any third-party application or software at any time, with or without notice, and shall have no liability for any resulting change in functionality or performance of the Services or Equipment. You are granted a limited, revocable, nontransferable, and nonexclusive license to use third-party licenses solely at the Premises, in accordance with this Agreement and the applicable third-party license agreements. You agree to comply with all third-party license agreements applicable to your use of the Services and Equipment, and any failure to comply with any such third-party license agreement shall constitute a breach of this Agreement. Upon termination of your Services, all third-party licenses shall terminate, and you agree to immediately cease use of all third-party licenses and delete, destroy, or return all copies of any such software provided by EPB in connection with the Services.

CUSTOMER SERVICE

You may call the EPB Customer Service Center at 423-648-1372, visit www.epb.com, or contact EPB through such other channels as EPB may make available, at any time for customer service inquiries including terminating or making changes to your Services. Customer may designate one or more authorized representatives to act on Customer's behalf and EPB may rely on instructions from any person reasonably believed to be an authorized representative of Customer until EPB receives written notice revoking that person's authority. Prior to making any changes to your Services, EPB may require verification of identity and confirmation of your elections. EPB reserves the right to require written authorization for certain changes to your Services and may refuse to process any change that EPB reasonably believes to be unauthorized. You agree that when contacting the EPB Customer Service Center, EPB may monitor and record any telephone calls, chat sessions, emails, or other communications that are transmitted between EPB and its agents and you, your agents, or any user of your Services and Equipment, for purposes of verification, quality assurance, training, and regulatory compliance.

TERMINATION

Customer may terminate this Agreement, a Sales Agreement, or any Services provided under a Sales Agreement at one or more Premises, in whole or in part, by providing EPB at least five (5) days' prior notice. Termination of Services at fewer than all Premises shall not, by itself, terminate this Agreement or the Services at any other Premises. Customer will remain responsible for: (i) all charges and other amounts due for the terminated Services through the effective date of termination; (ii) any applicable Termination Charge; and (iii) the return of all Equipment associated with the terminated Services. If Customer terminates any Services before expiration of the applicable term for such Services specified in the Sales Agreement, Customer must pay a termination charge (the "Termination Charge") equal to: (i) fifty percent (50%) of the recurring monthly charges that would have been payable to EPB for the terminated Services from the effective date of termination through expiration of the applicable term for the terminated Services; plus (ii) any installation, wiring, activation, or other nonrecurring charges that EPB waived or credited in connection with the terminated Services. No Termination Charge will apply to Fi TV Services or Services provided on a month-to-month basis. The parties agree that the Termination Charge represents a reasonable estimate of EPB's anticipated damages resulting from early termination and is intended as liquidated damages and not as a

penalty. The effective date of termination will be the termination date specified in Customer's notice, provided that the specified date satisfies the applicable notice requirement. If Customer does not specify a termination date, or specifies a termination date that does not satisfy the applicable notice requirement, termination will become effective when EPB completes disconnection of the terminated Services..

SUPPLEMENTAL TERMS AND CONDITIONS

The purchase, access, or use of certain Services and Equipment may be governed by additional terms and conditions, including, but not limited to, service-specific terms and equipment-specific terms (collectively, "Supplemental Terms"). Supplemental Terms are a supplement to this Agreement and describe the specific rights, obligations, and technical specifications applicable to the respective Services and Equipment. This Agreement may also be supplemented by one or more Sales Agreements and one or more Service Level Agreements, each of which forms a part of this Agreement once effective. All Supplemental Terms are published on EPB's website at www.epb.com/legal and are incorporated into this Agreement by reference. EPB may add, modify, or remove Supplemental Terms at any time, and your continued use of the applicable Services or Equipment following such changes constitutes your acceptance of the updated Supplemental Terms. Customer is responsible for regularly reviewing all Supplemental Terms applicable to the Services and Equipment Customer uses.

SERVICE LEVEL AGREEMENTS

If a Sales Agreement or Supplemental Terms applicable to Customer's Services specify a service level commitment (each, an "SLA"), the terms of this Section shall apply to that SLA in addition to the specific commitments, measurement methodology, notice periods, and credit amounts set forth in the applicable SLA. If no SLA is specified for a given Service, EPB makes no availability or performance commitment for that Service beyond the general terms of this Agreement. If EPB fails to meet an availability commitment specified in an SLA, Customer's sole and exclusive remedy shall be a service credit calculated and capped as set forth in the applicable SLA. Service credits are Customer's sole and exclusive remedy for any failure to meet an SLA commitment, and this Agreement's Limitation of Liability section shall otherwise continue to apply in full.

CHANGES TO SERVICE AGREEMENT

Subject to applicable law, EPB has the right, in EPB's sole discretion, to change Services, Equipment, rates and charges, and this Agreement at any time with or without notice to you, except any pricing, term, or other commitment set forth in an effective Sales Agreement shall remain in effect for the duration of that Sales Agreement. EPB may also change, add, or remove features or offerings contained in the Services including, but not limited to, changes in programming, functionality, content availability, equipment requirements, and any terms and conditions related to the Services. EPB may provide notice of the changes by publishing notices on EPB's website at www.epb.com/legal. Notice may also be provided by mail to your billing address, to the email address associated with your account, or by including a notice in your bill for the Services. It is your responsibility to keep your contact and authorized representative information current with EPB. Notice sent to the most recent contact information on file with EPB shall be deemed effective regardless of whether it is actually received by Customer. Any change to this Agreement shall be effective upon the date EPB posts the updated Agreement or otherwise provides notice as described above, unless a later effective date is specified by EPB. You agree that any one of the foregoing will constitute sufficient, legally adequate, and effective notice under this Agreement, and EPB shall have no obligation to confirm receipt of any such notice. Your continued use of the Services after the effective date of any change constitutes your acceptance of such change.

E911 NOTICE

EPB must have the correct Premises address for 911 calls to be properly directed to emergency services. You are responsible for providing and maintaining an accurate Premises address with EPB at all times and promptly notifying EPB of any change. If you move a telephone, add or remove extensions, or use EPB's telephone Services from any location other than the Premises, a 911 call may not be properly directed or may not convey accurate dispatchable location information, and EPB shall have no liability for any resulting failure to reach emergency services. You agree to notify EPB of any change in the Premises address by calling the EPB Customer Service Center at 423-648-1372 prior to, or as soon as practicable following, any such change. It may take up to five (5) business days for updated address or location information to be reflected in the 911 system, and EPB shall have no liability for any interruption or failure of 911 services during this update period. EPB's telephone Services require electrical power at your Premises to function. In the event of a power outage, 911 calling may be interrupted if battery back-up is not installed, fails, or is exhausted and EPB shall have no liability for any resulting failure or interruption of 911

calling. Further, telephone calls including 911 calls, may not be completed in the event of problems with network facilities, Customer's equipment or wiring, or other technical problems, including but not limited to internet outages, equipment failures, or network congestion, and EPB shall have no liability for any such failure. EPB may provide for a charge a battery backup option to maintain the ability to make 911 calls during a power outage. Please call the EPB Customer Service Center at 423-648-1372 to inquire about the availability of battery backup at your Premises. EPB does not warrant the performance, reliability, or sufficiency of any battery backup provided, and the battery backup is not guaranteed to function in all circumstances. EPB strongly recommends that you maintain an alternative means of contacting emergency services, such as a mobile phone, at each Premises.

INTELLECTUAL PROPERTY

All intellectual property associated with the Services and Equipment including, but not limited to, all content, firmware, software, patents, copyrights, trade secrets, trademarks, trade names, logos, domain names, and service marks are owned by EPB, its affiliates, suppliers, or their licensors. Nothing in this Agreement or the use of the Services or Equipment shall grant any person, including Customer, any right, title, license, or any other interest in EPB's intellectual property, except as expressly provided in this Agreement. You shall not copy, reproduce, modify, adapt, translate, reverse engineer, disassemble, decompile, or create derivative works based on any of EPB's intellectual property. Any unauthorized use of EPB's intellectual property may result in immediate termination of Services and may subject you to legal liability, including EPB's right to seek injunctive relief and damages. Upon termination of the Services, you agree to return to EPB, or destroy, or certify the destruction of, all tangible materials containing or embodying EPB's intellectual property, including all software, documentation, and copies thereof, and shall provide written certification of such return or destruction to EPB upon request. Your obligations under this section shall survive the termination of this Agreement.

Fi TV

Customer acknowledges that EPB has the right at any time to insert specific advertised video programming, substitute other video programming, or add, modify, or delete video programming channels without notice. Changes to channel lineups, programming content, or channel availability shall not constitute a breach of this Agreement, and Customer shall not be entitled to any service credit or reduction in charges as a result of any such change. The availability of programming is subject to EPB's agreements with third-party content providers and may change at any time based on the terms of such agreements. Certain programming may be subject to blackout restrictions, geographic limitations, or other content provider requirements, and EPB shall have no liability for any programming that is unavailable due to such restrictions or requirements. EPB is not responsible for the content, accuracy, quality, or availability of any third-party programming provided through the Services. The unauthorized recording, copying, redistribution, or retransmission of any programming content is strictly prohibited and may result in immediate termination of Services. Pricing for Fi TV Services is not fixed and may be changed by EPB at any time, notwithstanding any pricing or term commitment as set forth in an effective Sales Agreement. If EPB changes the pricing for Fi TV Services, Customer may terminate the Fi TV Services, without incurring any early termination fee that would otherwise apply to the early termination of Fi TV Services under an effective Sales Agreement, by providing written notice to EPB within thirty (30) days after the effective date of the price change. Termination of Fi TV Services under this paragraph shall not terminate this Agreement or any other Services, and any Sales Agreement governing Customer's other Services shall remain in full force and effect. If Customer does not terminate Fi TV Services within thirty (30) days, Customer's continued use of Fi TV Services constitutes acceptance of the new pricing.

NO WARRANTIES

EPB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES OR THE EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS. THE SERVICES AND THE EQUIPMENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE SERVICES ARE NOT FAIL-SAFE AND MAY BE DISRUPTED. THE SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS IN WHICH AN ERROR OR INTERRUPTION COULD LEAD TO INJURY TO BUSINESS, PERSONS, PROPERTY, FINANCIAL LOSS, LOST BUSINESS OR BUSINESS OPPORTUNITY, OR THE ENVIRONMENT. WITHOUT LIMITING THE FOREGOING, EPB DOES NOT WARRANT THAT THE SERVICES AND EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, SECURITY BREACH, DEGRADATION OF QUALITY AND PERFORMANCE, OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS

CONCERNING THE SERVICES OR EQUIPMENT, IF ANY, BY EPB OR BY EPB'S AUTHORIZED REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES OR EQUIPMENT, IF ANY, BY EPB OR BY EPB'S AUTHORIZED REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND, INCLUDING STATEMENTS MADE IN ADVERTISING OR MARKETING MATERIALS, WHETHER ORAL OR WRITTEN.

LIMITATION OF LIABILITY

IN NO EVENT SHALL EPB, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS, AND SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR TO ANY USER OF THE SERVICES AND EQUIPMENT FOR LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, BUSINESS INTERRUPTION OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICES AND EQUIPMENT PROVIDED BY EPB UNDER THIS AGREEMENT, OR THE DELIVERY OR FAILURE TO DELIVER THE SERVICES AND EQUIPMENT EVEN IF EPB HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, EPB SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM (I) OTHERS ACCESSING THE SERVICES OR ANY EQUIPMENT RELATED TO THE SERVICES; (II) SECURITY BREACHES, VIRUSES, MALWARE, RANSOMWARE, PHISHING ATTACKS, EAVESDROPPING, OR INTERCEPTION OR INTERRUPTION OF THE SERVICES; (III) ANY MISTAKES, OMISSIONS, FAILURES, MALFUNCTIONS, THEFT, DELETION, CORRUPTION OF FILES, ERRORS, DEFECTS, OR FAILURES OF PERFORMANCE RELATED TO THE SERVICES AND EQUIPMENT; AND (IV) ANY USE OF THE SERVICES OR EQUIPMENT THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, CONTRACTUAL RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ONE OR MORE THIRD PARTIES. IT IS EXPRESSLY AGREED THAT EPB SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO CUSTOMER OR ANY OTHER PERSON CLAIMED TO HAVE RESULTED FROM THE USE OF THE SERVICES OR EPB'S EQUIPMENT. THE SERVICE CREDITS DESCRIBED IN AN APPLICABLE SERVICE LEVEL AGREEMENT, IF ANY, ARE CUSTOMER'S SOLE REMEDY FOR ANY FAILURE TO MEET AN APPLICABLE SERVICE LEVEL COMMITMENT AND ARE SUBJECT TO, AND DO NOT INCREASE, THE AGGREGATE LIABILITY CAP SET FORTH BELOW. IN THE EVENT THAT EPB IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT, OR ITS OBLIGATIONS UNDER THIS AGREEMENT BY A COURT OF COMPETENT JURISDICTION, EPB'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO EPB FOR THE SERVICES FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND SHALL CONSTITUTE EPB'S MAXIMUM LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST EPB.

INDEMNITY

CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS EPB FROM ALL LIABILITIES, DAMAGES, CLAIMS SETTLEMENTS, JUDGMENTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT ARISE FROM (I) CUSTOMER'S USE OR MISUSE OF THE SERVICES OR EQUIPMENT, OR THE USE OR MISUSE OF THE SERVICES OR EQUIPMENT BY ANY PERSON WHO ACCESSES THE SERVICES THROUGH CUSTOMER'S ACCOUNT OR AT THE PREMISES; (II) ANY VIOLATION OR INFRINGEMENT OF ANY CONTRACTUAL RIGHTS, PRIVACY RIGHTS, DATA PROTECTION LAWS, CONFIDENTIALITY OBLIGATIONS, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY ARISING FROM CUSTOMER'S USE OF THE SERVICES OR EQUIPMENT; (III) CUSTOMER'S BREACH OF ANY PROVISION OF THIS AGREEMENT, ANY SALES AGREEMENT, ANY SERVICE LEVEL AGREEMENT, OR ANY APPLICABLE POLICY; AND (IV) CUSTOMER'S VIOLATION OF ANY APPLICABLE LAW, REGULATION, OR GOVERNMENTAL ORDER IN CONNECTION WITH THE USE OF THE SERVICES OR EQUIPMENT. WHERE CUSTOMER IS OBLIGATED TO INDEMNIFY OR HOLD EPB HARMLESS ANYWHERE IN THIS AGREEMENT, THOSE OBLIGATIONS RUN NOT ONLY TO EPB, BUT ALSO TO ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS, AND SERVICE PROVIDERS.

MISCELLANEOUS

This Agreement together with all documents incorporated by reference constitutes the final,

complete, and entire agreement between EPB and Customer and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect. If EPB fails to insist upon or enforce strict performance of any provision of this Agreement or fails to exercise any right or remedy to which it is entitled, it shall not thereby waive any provision or right. Any waiver by EPB with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of this Agreement shall only be valid if provided in writing. Neither the course of conduct between the parties nor trade practice shall modify this Agreement. This Agreement may not be assigned by Customer without EPB's prior express written consent, and any attempted assignment by Customer in violation of this provision shall be void. A change of control of Customer, whether by merger, acquisition, or consolidation shall be deemed an assignment requiring EPB's prior written consent. EPB and Customer hereby acknowledge and agree that they are independent parties, and nothing herein shall be construed to create a partnership, joint venture, agency, or any other type of fiduciary or service relationship between EPB and Customer, and neither party shall have the authority to bind the other party in any respect. Customer may not modify this Agreement by making any typed, handwritten, or any other changes for any purpose.

FORCE MAJEURE

Without affecting any other limitation on liability or disclaimer contained herein, EPB shall not be responsible or liable for any failure or delay in performance, or for any harm, loss, or damage, to the extent such failure, delay, harm, loss, or damage is caused by or results from any event or circumstance beyond EPB's reasonable control, whether or not foreseeable, including, but not limited to: pandemics, epidemics, or public health emergencies; quarantine restrictions; acts of God, fire, earthquake, flood, the elements, or other catastrophes; strikes, work stoppages, labor shortages, or other labor difficulties; utility curtailments, power failures, explosions, cyberattacks, ransomware or malware incidents, communications failures, insurrections, riots, wars, acts of terrorism, sabotage, or civil disturbances; any law, order, regulation, or requests of any government or of any civil or military authority; national emergencies; supply chain disruptions; shortages or failure of equipment or supplies; unavailability of transportation; acts or omissions of third parties (including third-party content providers, vendors, and network carriers); or any other cause beyond EPB's reasonable control.

GOVERNING LAW

This Agreement and the relationship between Customer and EPB shall be governed by the laws of the State of Tennessee without regard to conflict of laws principles. Customer irrevocably consents and submits to the personal jurisdiction of the state and federal courts located in Hamilton County, Tennessee, and agrees that such courts shall be the sole and exclusive venue for the resolution of any dispute, controversy, or claim. Customer waives any objection to such venue, including any claim that such venue is an inconvenient forum.

SURVIVAL

Certain obligations under this Agreement, by their terms, shall continue beyond termination of the Services, expiration, or cancellation of this Agreement, including, but not limited to, provisions dealing with payment for the Services and Equipment; the return of Equipment or payment of the replacement cost of any Equipment that is lost, stolen, unreturned, or damaged; access to the Premises for the purpose of retrieving Equipment; disclaimers of warranties; limitations of liability; and indemnity; unauthorized use of the Services; third-party licenses; intellectual property; the E911 acknowledgments set forth in this Agreement; and the other applicable provisions. The foregoing list is not exhaustive; any other provision of this Agreement that, by its express terms or by its nature, is intended to operate or apply after termination of the Services or expiration of this Agreement shall survive and remain in full force and effect.

ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties Customer has made elsewhere in this Agreement, Customer further represents and warrants that: (i) Customer is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, and the individual executing this Agreement on Customer's behalf has full power and authority to bind Customer to this Agreement; (ii) you have provided EPB with information that is accurate, complete, and current, including, without limitation, your legal name, address, telephone number(s), email address(es), the number of devices accessing the Services, and payment information, and such information shall remain accurate, complete, and current throughout the term of this

Agreement; (iii) you agree to immediately notify EPB if there is any change in the information that you have provided; (iv) you own or have a legal right to occupy each Premises, and have obtained any consent necessary from the property owner, landlord, or other applicable authority for the installation and use of the Services and Equipment at each Premises; (v) that the Services and Equipment shall not be used, and you shall not permit any other person to use the Services or Equipment, for any illegal purpose or in any way that would violate any applicable law, regulation, or governmental order; (vi) you are using the Services and Equipment solely for your commercial business purposes at the Premises and Customer will not resell, redistribute, or otherwise make the Services or Equipment available to any third party except as expressly permitted under this Agreement. Customer acknowledges that EPB is relying on these representations and warranties in providing the Services and Equipment to Customer. Any breach of any representation or warranty in this section shall constitute a material breach of this Agreement and shall entitle EPB to immediately suspend or terminate the Services and Equipment, in addition to any other rights or remedies available to EPB at law or in equity.