

## HIGH SPEED INTERNET & VOICE SERVICES GENERAL TERMS AND CONDITIONS

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## HIGH SPEED INTERNET ACCESS & VOICE SERVICES

### GENERAL TERMS AND CONDITIONS

#### 1. Introduction

Declaration Networks Group, Inc. (DNG) is pleased to offer NeuBeam High Speed Internet Services. NeuBeam High Speed Internet customers can select the desired speed of service based on their internet usage requirements, and may also choose NeuBeam Voice Services to replace their home telephone service – the service includes local and domestic long distance calls. Services are billed monthly with a 24 month commitment, and must be paid in advance of receiving service each month.

- 1.1. Terms of Service. This Agreement governs the terms and conditions under which DNG provides you, its customer ("you"), Internet Access and Voice Services. By using NeuBeam Services, you acknowledge and agree to the terms and conditions of this Agreement ("Terms").
- 1.2. Every time you use NeuBeam High Speed Internet Service, you are agreeing to DNG's Terms. If DNG changes the Terms in a way that you do not accept, you may terminate the service as provided in Section 13 below.

#### 2. Changes in Terms

The current version of the terms of this Agreement shall be available on [www.neubeam.com/SERVICE-TERMS-AND-CONDITIONS.pdf](http://www.neubeam.com/SERVICE-TERMS-AND-CONDITIONS.pdf). DNG may change the Terms from time to time and will notify you by e-mail. Your use of the service will be deemed to be your consent to comply with any changes to the Terms. If you do not agree to modified terms, please contact DNG immediately.

#### 3. Charges, Billing, and Payment

- 3.1. Rates. You can learn the current rates for NeuBeam High Speed Internet Service and related fees by telephoning 1-757-745-1440 (for ESVA) or 240-449-3360 (for Garrett County, MD); or by going on-line to [www.neubeam.com/services](http://www.neubeam.com/services). Charges for voice usage, when applicable, are billed in arrears (See EXHIBIT A, Additional Terms for Voice Service Customers, Section 3.1). The rates do not include taxes or governmentally-required surcharges, for which you are also responsible.
- 3.2. Customer Information. Customer is responsible for providing accurate billing and account information and notifying DNG with any changes.
- 3.3. Each month, DNG will send an invoice via e-mail to the designated customer primary e-mail address that will include all monthly fees and charges billed one month in advance, and any applicable voice usage charges from the prior month. You agree to notify DNG immediately of any changes in your Primary Email Address.
- 3.4. Payment. There are four standard options for paying your monthly invoice:
  - Automatic bank draft to DNG account
  - Pay on-line using the link on your invoice e-mail
  - Pay with a credit card (3.5% processing fee), or
  - Establish a one-month security deposit and mail your checks to the address on the invoice
- 3.5. Late Payment; Non-Payment. If DNG does not receive the full amount you owe for NeuBeam High Speed Internet Service by the due date shown on the invoice, notice will go out via e-mail. After a 5 day grace period, service may be suspended if payment plan is not approved by DNG.
- 3.7 Credit Check. You authorize DNG to do any credit verification DNG deems necessary and such verification may be done at any time while you are receiving DNG Internet Service. Credit verification may include a review of credit

reports received from any commercially available credit bureau. You agree to provide DNG with such personal information as may be required by DNG in order to determine your creditworthiness and you represent and warrant that all of such information is true and correct. You acknowledge that credit privileges, if granted, may be withdrawn at any time.

- 3.8. Charges Not Included with NeuBeam High Speed Internet Service. You may incur charges while using the Internet, for example, for using on-line information services and shopping on-line. You are solely responsible for those charges.
- 3.9. Billing Disputes. You must notify us in writing within seven days after receiving your statement if you dispute any DNG charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

Declaration Networks Group, Inc.  
ATTN: Billing Director  
8245 Boone Boulevard, Suite 230  
Vienna, VA 22182

Or

support@declarationnetworks.com

- 3.10 Taxes. State and local governments may assess taxes, surcharges and/or fees on your use of DNG service. These charges may be a flat fee or a percentage of your DNG charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to you as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.

#### 4. Installation by DNG

NeuBeam High Speed Internet Service requires a technical installation and activation at your home, office or premise. DNG shall, at a time mutually agreed, install the necessary equipment on the exterior of your premises, install the router and voice modem inside your premise at a mutually agreeable location (additional inside wiring connectivity is customer's responsibility), and test the service to ensure proper product performance. The service may not be moved to a different location without payment of a new activation fee and any applicable charge for early termination. Transferring the service to a different place within a location may require further activation work by DNG or its agents, contractors, or representatives, at additional cost. If you change locations, you shall notify DNG, pursuant to the provisions of Section 13 of this Agreement, to modify or terminate your service.

- 4.1. Back-Up Requirements. The installation, use, inspection, maintenance, repair, and removal of the equipment may result in service outage or potential damage to your computer. You are solely responsible for backing-up all existing computer files by copying them to another storage medium prior to installation of the equipment, and prior to any inspection, maintenance, repair, or removal of the equipment.
- 4.2. Access; File Modification. You authorize DNG to enter your premises at a mutually agreed time, install software, re-boot the system, test the service, and perform similar functions necessary for a successful installation. As part of the installation process for the software, as when most software is installed on a computer, system files on your computer, such as INI, BAT, SYS, and DLL files, may be modified or deleted. DNG does not represent, warrant, nor covenant that such modifications or deletions will not disrupt the normal operations of your computer.
- 4.3. Limitation of Liability. DNG and its employees, agents, contractors, and representatives shall have no liability whatsoever for any (i) damage to or loss or destruction of your software, files, or data arising out of installation by DNG; or (ii) damage to your computer or peripheral equipment caused by DNG in the course of installation, other than the cost to repair or replace such hardware; or (iii) disruption of your normal telephone service during the installation process; or (iv) impacts upon or loss of any computer or software vendor warranty relating to the opening of your computer in the course of installation.

4.4 Installation by You or Others. DNG does not represent, warrant, or covenant that any move or installation by you or a third party chosen by you will enable you to successfully access, operate, or use NeuBeam High Speed Internet service. If you change locations, you shall notify DNG, pursuant to the provisions of Section 13 of this Agreement, to modify or terminate your service.

## 5. Equipment

- 5.1 To provide NeuBeam High Speed Internet Service, we must install equipment on the exterior of your premise, which remains our sole property at all times. You agree to comply with all instructions and requirements regarding the use and/or care of our equipment, and to take reasonable measures to protect our equipment at all times. You will provide sufficient electricity (with certified earth ground) to operate the equipment. You agree to pay us the replacement value of any lost, stolen, damaged or unreturned equipment. We will replace any of our equipment that does not perform as specified, at no charge to you, unless we determine, in our sole discretion, that you are directly or indirectly responsible for DNG's equipment failure.
- 5.2. Router. DNG will provide and install a router (and voice modem for voice customers) at a mutually agreeable weather-proof location. Your devices can connect to the router via Ethernet cable or Wi-Fi throughout your home or office.
- 5.3. If you choose to connect any other router or equipment not provided by DNG, DNG will be unable to provide customer service and does not represent, warrant, or covenant that you will be able to successfully access, operate, or use NeuBeam High Speed Internet Service.

## 6. Content

As used in this Agreement, "Content" means the information, software, graphics, photographs, video, speech, sounds, music, and other material and services communicated through NeuBeam High Speed Internet Service.

- 6.1. No Liability. DNG makes no representations, warranties, or promises as to, and you must bear the risk of relying on, the accuracy, completeness, or usefulness of any Content. As a matter of policy, DNG does not screen or filter any Content and has no obligation to monitor Content. Accordingly, neither DNG nor any of its Vendors shall have any liability whatsoever for any action or inaction by DNG or any of its Vendors with respect to Content.
- 6.2. Third Party Conditions of Use. Content is provided by persons and entities not under the control of DNG, and such other Internet service providers have their own terms and conditions of use. Violation of any of those terms of use may subject you to termination of NeuBeam High Speed Internet Service.
- 6.3. Content Rights. DNG and its Vendors reserve the right (but shall have no obligation) to monitor Content and to remove Content that DNG or any of the Vendors deems unacceptable, undesirable, or in violation of this Agreement. DNG and its Vendors reserve the right to disclose any Content and to identify the responsible customer as may be required by law, or to operate NeuBeam High Speed Internet Service properly, or to protect itself or its other subscribers.
- 6.4. Parental Guidance. Content may include material inappropriate for minors; DNG recommends that you guide your minors' use of the NeuBeam High Speed Internet Service directly and/or consider using commercially-available tools that enable you to restrict access to certain Internet areas and other features of the NeuBeam High Speed Internet Service that may be inappropriate for minors, at your sole cost and risk. DNG makes no warranties with respect to such tools.

## 7. Appropriate Use

DNG reserves the right to terminate your NeuBeam High Speed Internet Service immediately without notice if, in DNG's sole discretion, you do not use NeuBeam High Speed Internet Service in an appropriate and lawful manner. We may change the Appropriate Use Policy at any time without prior notice to you and any amendments will be effective upon posting on our website at [www.neubeam.com/SERVICETERMS-AND-CONDITIONS.pdf](http://www.neubeam.com/SERVICETERMS-AND-CONDITIONS.pdf).

You **SHALL NOT** use and **SHALL NOT ALLOW** others to use NeuBeam High Speed Internet Service, directly or indirectly, to:

- 7.1. **Resell** the NeuBeam High Speed Internet Service, or bandwidth, or use the service for operation of an Internet service provider business or for any other business enterprise in competition with DNG; or
- 7.2. **Redistribute** your residential NeuBeam High Speed Internet Service to anyone not a member of your household or redistribute your business NeuBeam High Speed Internet Service to anyone not working for your business as an employee or contractor.

- 7.3. Post, transmit, or promote any Content that defames or libels DNG or any other person, or that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, indecent, obscene, sexually explicit, hateful, or racially, ethnically, or otherwise objectionable or offensive; or
- 7.4. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software, or other material that is protected by copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder or access any computer, software, data, or any confidential, copyright-protected, or patent-protected material of any other person, without the knowledge and consent of such person; or
- 7.5 Spam: -- Send unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). This practice is not only harmful because of its negative impact on consumer attitudes, but also because it can potentially overload the network and disrupt service to subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, DNG will determine, based upon all available evidence, whether the email recipients were from an "opt-in" email list; or
- 7.6. Disrupt the normal flow of dialogue in a chat room or on a message board or otherwise act in a manner that negatively affects any other person; or
- 7.7. Impersonate any person or entity, or communicate under a false name or a name you are not entitled or authorized to use; or
- 7.8 Forge Headers or Content -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message. Forging or misrepresenting any data with false or misleading content; or
- 7.9. Post or transmit chain letter or pyramid schemes; or
- 7.10. Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other persons, except in those areas that are expressly designated for such a purpose, or collect the screen name of any other NeuBeam High Speed Internet Service subscriber without permission; or
- 7.11. Post or transmit any communication or solicitation designed or intended to obtain password, account, or private financial information from any other person; or
- 7.12 Illegally Access Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"), or any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity); or
- 7.13 Exploit Vulnerabilities in Hardware or Software for Malicious purposes --Exploitation of scripts presented on web pages (i.e. forms for answering questions or entering data.), or activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment by utilizing programs, scripts, or commands to abuse a website (i.e. DDOS, SYN Floods or similar attacks.); or
- 7.14 Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing, creating or sending Internet viruses, worms, Trojan horses, or instituting activities that constitute flooding, mail bombing, or denial of service attacks. Activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment is likewise prohibited.
- 7.15 Facilitate a Violation of this Acceptable Use Policy -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Acceptable Use Policy, which includes the facilitation of the means to SPAM, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software; or
- 7.16 Illegally export encryption software over the Internet or otherwise, to points outside the United States.
- 7.17. Violate any operating rule, policy, or guideline of any other Internet service provider; or
- 7.18. Violate any applicable local, state, national, international, or foreign law, including but not limited to any rule or regulation having the force of law and including but not limited to export and encryption laws and regulations of the United States; or
- 7.19. Copy, distribute, or sublicense any software provided by DNG or violate the terms under which it was provided to you, except that you may make one copy of each software program for back-up or archival purposes only; or
- 7.20. Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy NeuBeam High Speed Internet Service.
- 7.21. Disrupt, abuse, or cause degradation of service in DNG's backbone network nodes or network services or the network nodes of other NeuBeam.com users; or
- 7.22. Access any computer, software, data, or any confidential, copyright-protected, or patent-protected material of any other person, without the knowledge and consent of such person.

If you engage in any of these activities, DNG may immediately terminate your NeuBeam High Speed Internet Service. This Section 7 shall not in any way limit DNG's rights of termination pursuant to Section 13 of this Agreement.

## 8. Security

- 8.1 The Internet is a resource shared among many users, there is a risk that you could be subject to a variety of security breaches, including but not limited to eavesdropping, denial of service attacks, and receipt of corrupted files or viruses. This means that other people may be able to access, monitor, and/or alter your files, data, or other traffic sent or received using NeuBeam High Speed Internet Service, or negatively affect your ability to use the service, or both. Any information sent by you over NeuBeam High Speed Internet Service is sent at your sole risk, and DNG shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to such actions.
- 8.2. Firewall, Anti-virus Recommended. It is your responsibility to safeguard your computer system, through appropriate means (e.g., using commercially available software or hardware) from theft, unauthorized use, or system corruption. If you fail to secure your system properly and that causes any detriment to the network, DNG may immediately terminate your NeuBeam High Speed Internet Service. DNG HIGHLY recommends that you purchase and install a commercial firewall package and anti-virus package. DNG shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to your failure to safeguard the security of your system, software, and data.
- 8.3. FTP/HTTP Server Setup. Certain applications that you may use will, by their nature, permit other Internet users to gain access to your computer or other consumer electronic devices. These applications include, for example, your use of your computer as a server to allow others to download files using FTP or to access content you placed on a Web site using HTTP. You are permitted to run such applications for your personal use and within the limitations of Section 7 of this Agreement, provided that you take the appropriate security measures and you assume all risk of security breaches. DNG shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to your use of such applications, including, without limitation, damages resulting from other Internet users' having access to your computer.

## 9. Limited Warranty

- 9.1 DNG shall use commercially reasonable efforts to provide you high quality NeuBeam High Speed Internet Service, but DNG does not guarantee that you will be able to access the NeuBeam High Speed Internet Service at a particular speed, time, or location or that DNG will have adequate capacity for the NeuBeam High Speed Internet Service as a whole or for particular purposes. Interruptions in NeuBeam High Speed Internet Service may occur due to scheduled maintenance or failure of hardware or software, major interruption of local fiber transport services, local power supply, or acts of God. DNG does not warrant that any data or files sent by or to you will be transmitted in uncorrupted form. All representations, warranties, endorsements and conditions of any kind, express or implied, including, without limitation, fitness for a particular purpose, merchantability, and those arising from a course of dealing or usage of trade, are hereby excluded. DNG shall give you at least 48-hours' advance notice by email of scheduled maintenance that could interrupt all or some of NeuBeam High Speed Internet Service.
- 9.2. The actual transmission speeds you experience using NeuBeam High Speed Internet Service may vary from the transmission speeds that you might expect, due to such factors as the land topography, weather conditions, network congestion, and other operational characteristics of the facilities and equipment used for the NeuBeam High Speed Internet Service. Speed also depends on the bottlenecks experienced upon the wider network architecture of the Internet itself. For these reasons, DNG does not guarantee that you will experience any particular performance level (throughput speed) 100% of the time.
- 9.3. However, DNG shall make commercially reasonable effort to deliver to you the highest possible quality of service.
- 9.4. This limited warranty does not apply (i) to issues involving your computer or software; (ii) if your equipment has been subjected to unusual physical or electrical stress, misuse, neglect, accident, or abuse, or damaged by any other external cause; or (iii) if any person other than DNG or its contractor has installed the NeuBeam High Speed Internet Service and related equipment.
- 9.5. This limited warranty shall be in lieu of all other express or implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose.

## 10. Transactions

DNG does not endorse, warrant, or guarantee any product or service offered through NeuBeam High Speed Internet Service and shall not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

## 11. Limitation of Liability

- 11.1 You agree that your sole remedy against DNG for our failure to comply with this Contract will be to obtain a maximum refund of one month's service charges and, if applicable, to terminate the affected NeuBeam Service as described in Section 13. In order to terminate this Contract or affected Service, you must first give proper written notice to DNG, be current on all payments (i.e. no balance older than 30 days), pay for all Services through the date we discontinue them, and return all DNG equipment in working condition.
- 11.2 DNG is not liable for any damages, including indirect, incidental, consequential, punitive or special damages, relating to loss of data, profit, revenue or business, or loss, damage or destruction of any property, whether you, your assignee or any other transferee suffer that loss or damage and whether or not DNG is informed in advance of the possibility of such loss or damage. DNG is not liable for the content, accuracy or quality of information transmitted through its equipment, facilities or Services, or through the Handsets or Services Related Products (including Mobile Related Products) and you agree to assume all risk of transmitting, receiving or using any such content or information.
- 11.3 DNG is not liable for any injuries, death, or loss to any person or for damage, loss or destruction of any property of any person as a result of DNG's act or omission in developing, adopting, implementing, maintaining, or operating any Emergency 9-1-1 or similar system or in identifying the telephone number, name, address, location or any other information on anyone accessing or trying to use or access the Emergency 9-1-1 or similar system. DNG is not liable for errors or omissions in any information about you in any published directory. You agree to be solely responsible for ensuring the accuracy of any information about you in any published directory or provided to DNG for customer records.
- 11.4 DNG's sole liability to you for any claims, losses or damages caused by the Services or equipment or otherwise under this Contract are limited as described in this Section 11. You agree that those limitations are reasonable. You also acknowledge that without those limitations of liability, your Monthly Fee and other charges under this Contract would be substantially higher. You further agree that the limitations on DNG's liability in this Section 11 will apply in any action or proceeding against DNG, whether based in contract, tort (including negligence or strict liability) or under any statute, law, rule or otherwise.

## 12. Indemnification

You agree that upon request by DNG you will defend, indemnify, and hold harmless DNG, its officers, directors, agents, employees, and Vendors, from all claims, liabilities, and expenses, including attorneys' fees, that arise from your breach of this Agreement, including without limitation:

- 12.1. Any breach of this Agreement by you or anyone you permit to use your NeuBeam High Speed Internet Service ("Users");
- 12.2. Your or any Users' use of NeuBeam High Speed Internet Service or the Internet for the placement or transmission of any information, software, or other materials on the Internet;
- 12.3. Your acts or omissions or those of your agents or contractors in connection with, among other things, the installation, maintenance, presence, use, or removal of equipment or software not provided by DNG connected or to be connected to NeuBeam High Speed Internet Service; and
- 12.4. Claims for infringement of any third party proprietary right, including copyright, patent, trade secret, and trademark rights, arising from the use of any services, equipment, or software not provided by DNG.

DNG reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which DNG is entitled to indemnification hereunder.

## 13. Term, Termination, and Transfer

13.1 This Contract is effective upon signing by both parties and will continue in effect for the Service Period (“Initial Term”) specified on the Service Order Form. At the end of the Initial Term, this Contract will renew automatically for additional periods (“Renewal Terms”) of one year each until either party gives written notice to terminate this Contract not less than 90 days before the end of the Initial Term or any Renewal Term. Service may be reactivated for a \$50 fee if no new installation is required.

13.2 You may terminate your NeuBeam Services at any time (with liability for Early Termination Charges) by calling 757-350-2144. Prior to termination of the NeuBeam Services, you may be able to transfer or transport your then current telephone number to your new service provider.

13.3 DNG may terminate this Contract or suspend all or any Services if:

(a) you fail to take any action that we have requested in order for Declaration Networks to install or activate the Services;

(b) you fail to pay any amount owing to us when due, and fail to pay all past due amounts within 10 days after notice from us;

(c) you, or anyone using NeuBeam High Speed Internet Service, fail to comply with our Appropriate Use Policy described in Section 7;

(d) you fail to perform or comply with any other obligation under this Contract, and do not perform or comply with that obligation within 30 days after notice from us;

(e) you, or anyone using NeuBeam High Speed Internet Service in a manner that could, in our sole determination, result in harm to us, our Network, our supplier’s network, our reputation, or other customers;

(f) you, or anyone using NeuBeam High Speed Internet Service, use or operate in a manner that, in our sole determination, violates applicable laws or the intended business use of the Service; or

(j) we determine at any time (in our sole discretion) that your payment record, ability to make timely payments or creditworthiness has become unsatisfactory (even if you have provided or replenished any requested deposits).

If we elect to terminate this Contract or any Services, you must pay Early Termination Charges as described in Section 14 below.

## 14. Early Termination Charges

Except for your proper termination of this Contract under Section 13.1 and 13.2 above, in every other instance in which this Contract terminates before the end of the applicable Initial Term or Renewal Term, you are responsible to pay an early termination charge (“Early Termination Charge”) as liquidated damages and a reasonable approximation of our loss from early termination. The amount of the Early Termination Charge will be calculated as follows:

14.1 If termination occurs during the Initial Term of this Contract: (a) any previously waived nonrecurring fees plus (b) 100% of the Monthly Fees for each remaining month in the Initial Term.

14.2 If termination occurs after the Initial Term of this Contract, customer is responsible for three months charges from the date of notice.

14.3 If this agreement is transferred to a new occupant using existing installed equipment, no Early Termination Charges will apply.

## 15. Entire Agreement

This Contract may only be amended by a written document that is signed by you and a Declaration Networks corporate officer at a level of Vice President or above. This Contract contains our entire agreement about the Services and supersedes any prior agreements, understandings or arrangements, both written and oral.

## 16. Headings

The headings in this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

## 17. No Waiver

No course of dealing or failure of either party to enforce strictly any right, term, or condition of this Agreement shall be deemed or construed as a waiver of such right, term, or condition.



## 18. Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.

## 19. Internet Protocol Address

You shall have no ownership interest in any Internet Protocol address provided by DNG. DNG shall retain ownership of all such addresses and, upon termination of this Agreement, you shall no longer have access to or use of any such address.

## 20. Your Liability for Declaration Networks, Inc. loss and damage

To the extent you are the cause of any loss, damages, or liabilities to Declaration Networks, you agree to reimburse, compensate and pay Declaration Networks for any losses, claims, damages, liabilities, or penalties that Declaration Networks or any of our officers, directors, agents, successors or assigns may incur from your purchase or use of the Services and our equipment, except to the extent that any loss, damages or liabilities are caused by Declaration Networks' gross negligence or willful misconduct.

## 21. Force Majeure

We will not be in violation of this Contract or otherwise liable for any delay, failure to perform or equipment or property damage, loss, destruction or malfunction, or any consequence thereof, caused in whole or in part by anything beyond our reasonable control, including, without limitation, fire; earthquake; flood; weather; acts of God; public health emergency or pandemic, labor disputes; utility curtailments; power failures; cable cuts; failure caused by telecommunications or other Internet provider(s); Handsets or other Services Related Products (including Mobile Related Products); worms, Trojan horses, viruses or other destructive code or software; explosions; civil disturbances; terrorism; vandalism; governmental actions; or shortages of equipment or supplies (collectively, "Events of Force Majeure").

## 22. Publicity

Neither party will use the other's name, logo, product names or trade or service marks, or refer to the other directly or indirectly in any advertising, sales presentation, news release, release to any professional or trade publication or for any other purpose without the other's prior written approval.

## 23. Maintenance

We may perform maintenance that may affect the availability or functionality of all or part of the Services at any time. Any impact on the Services as a result of maintenance will not be deemed our breach of this Contract or the Network Availability Commitment and will not entitle you to any credit, refund or right to terminate this Contract or any affected Service.

## 24. Disclaimer of Warranties

DECLARATION NETWORKS IS PROVIDING THE SERVICES, EQUIPMENT, HANDSETS, AND SERVICES RELATED PRODUCTS (INCLUDING MOBILE RELATED PRODUCTS) TO YOU ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. DECLARATION NETWORKS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AMONG OTHERS. YOU ARE SOLELY RESPONSIBLE TO SELECT, USE AND DETERMINE THE SUITABILITY OF DECLARATION NETWORKS SERVICES, HANDSETS, AND SERVICES RELATED PRODUCTS (INCLUDING MOBILE RELATED PRODUCTS), AND DECLARATION NETWORKS WILL HAVE NO LIABILITY FOR THAT SELECTION, USE OR SUITABILITY. DECLARATION NETWORKS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. DECLARATION NETWORKS DOES NOT REPRESENT THAT THE SERVICES, HANDSETS OR SERVICES RELATED PRODUCTS (INCLUDING MOBILE RELATED PRODUCTS) WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM.

## EXHIBIT A

### ADDITIONAL TERMS FOR VOICE SERVICE CUSTOMERS

#### 1. Emergency Services - 911 Dialing

1.1 911 Dialing. All of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

1.2 Notify All Users. You should inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of DNG 911 Dialing as compared with basic 911 or E911. The documentation that accompanies each Device that you purchase will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker as near as possible to each phone that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department at <PHONE NUMBER>.

1.3 Location of Service. This Service is provided at a specific permanent address and not available as a nomadic offering. Before you move to another location, you must notify DNG to determine if service can be provided at your new permanent address. Service will only be provided at locations where E911 connectivity is available.

#### 1.4 Service Outages.

(a) Service Outages Due to Power Failure or Disruption. Dependent upon your location, network backup power systems may be in place during the event of a power failure. The device provided may also provide limited battery backup. Consult with DNG to determine whether or not your device has battery backup.

i. Device with battery backup. Battery backup on qualifying devices is limited. Excessive use during a power outage will result in shortened life of the internal battery. The device will provide indication of low battery voltage.

Customer should contact DNG for instructions or replacement. Failure of network power backup systems or the MTA internal backup system during a power failure or disruption will prevent all service, including 911 dialing, from functioning.

ii. Device without battery backup. Devices that do not have a battery backup cannot support 911 dialing in event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

(b) Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or ISP Service. Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

(c) Service Outage Due to Disconnection of Your DNG Account. Service outages due to disconnection of your account will prevent all Service, including 911 Dialing, from functioning.

(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede

the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that DNG is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement.

(e)Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

- 1.5 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.
- 1.6 Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER DNG NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. You shall defend, indemnify, and hold harmless DNG, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.
- 1.7 Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

## 2. Service

- 2.1 Service Term. NeuBeam High Speed Internet Customers may purchase NeuBeam Voice Service at any time. When voice services are added to an existing internet service, the contract end date for the existing internet service will be extended to match the voice contract end date. All other Term and Termination requirements in Section 13 will apply.
- 2.2 Residential Use of Service and Device. If you subscribe to DNG's residential services, the Service and the Device are provided to you solely for residential use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.
- 2.3 Business Use of Service. If you subscribe to DNG's Business services, the Service is provided to you as a small business user. You shall not resell or transfer the Service to another party without our prior written consent. You are responsible for supplying, operating and supporting the standard SIP based Customer Premise Equipment for use with the Service. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service for any of the aforementioned or similar activities.

## 2.4 Prohibited Uses.

(a) Unlawful. You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, DNG will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

(b) Inappropriate Conduct. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, DNG will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Furthermore, DNG reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

## 2.5 Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.

(a) Copyright; Trademark. The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(b) Unauthorized Usage of Device; Firmware or Software. Other than for Business Plus customers, you have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. Other than for Business Plus customers, you expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

2.6 Tampering with the Device or Service. You shall not change the electronic serial number or equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

2.7 Theft of Service. You shall not use the Service in a manner calculated to avoid DNG policies and procedures. You shall not obtain or use the Services in an improper manner. You shall notify us immediately, in writing or by calling our customer

support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service. DNG reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

2.8 Return of Device. Customers may return the Device to us if 1) you cancel services and 2) you return the Device to us within fourteen (14) days of the date you disconnected Service. DNG will also waive our disconnection fee subject to the following:

Service is disconnected within the first thirty (30) days following the activation of the Service, activation occurs when you place your order for service;

We receive the Device in its original condition, reasonable wear and tear excluded;

You return original proof of purchase with the Device, together with the original packaging, all parts, accessories, and documentation; and

You must pay all costs of returning the Device back to us.

If you receive a Device(s) that is visibly damaged, you must contact our 24x7 technical support line at 877-811-1133.

2.9 Service Distinctions. The Service is not a traditional telecommunications service and we provide it on a best efforts basis. Things beyond our control may affect the Service, such as power outages and fluctuations in the internet. Other things may affect Service, such as maintenance. DNG will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

2.10 Ownership and Risk of Loss. You will bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

2.11 May Not Support x11 Calling. The Service does not support, including, without limitation, collect calls, third party billing calls, calling cards or 900 calls. The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411), which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

2.12 Incompatibility With Other Services.

(a) Home Security Systems. The Service may not be compatible with home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

(b) Certain Broadband, Cable Modem, and Other Services. You acknowledge that the Service presently is not compatible with AOL cable broadband service, certain versions of TiVO, and there may be other services with which the Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

### 3. Voice Service Charges and Taxes

3.1 Billing. As described in Section 3 of the Internet and Voice Services Agreement, we will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears), including but not limited to:

activation fees; monthly Service fees; usage charges; international usage charges; advanced feature charges; advanced features/add-ons; subscriber line charge, universal service fund; 911 fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges.

The amount of such fees and charges shall be published on our website and may change from time to time. DNG may introduce new products and services at special introductory pricing. Introductory pricing may change at DNG 's discretion. Monthly invoices will be sent to you via your email address on file with us. Any usage charges will be billed in increments that are rounded up to the nearest minute unless otherwise set forth in the rate schedules found on our website.

The above fees are defined as follows:

Activation Fee - This fee covers charges for setting up your account and activating you on our system.

Monthly Service Fee - This is the basic charge associated with your service. This fee includes the calling charges defined by your plan, the features associated with your plan and basic account services.

Directory Assistance - DNG bills for calls to directory assistance and other information services.

International Usage Charges - These are the fees associated with calls to locations outside of the US, and Canada.

Charges for Operator Assistance (0). Current rates will apply for dialing 0 to reach operator assistance. Charges apply for each call made

Universal Service Fund - The Universal Service Fund (USF) provides support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. All telephone companies that provide service between states and internationally, including wireless companies, must contribute a percentage of their revenues derived from these services to the USF.

Taxes - DNG is required to bill and collect local, state and federal taxes imposed on DNG customers by the various taxing authorities. DNG passes all taxes it collects on to the appropriate taxing authority.

911 Fees - State and/or local governments may assess fees on DNG to pay for emergency services in your community. DNG bills and collects 911 fees from its voice customers and remits such fees to the appropriate authority. Depending on where you live, these fees can vary widely. DNG is committed to supporting public safety services and resources in your State.

*Document revised 10-17-18*