

LUX SPEED, INC. END USER SERVICES AGREEMENT

Welcome to your broadband internet service!

WE ADVISE YOU TO READ THIS LUX SPEED, INC. END USER SERVICES AGREEMENT (“AGREEMENT”) CAREFULLY. ALL OF THE TERMS OF THIS AGREEMENT AFFECT YOUR LEGAL RIGHTS BY, AMONG OTHER THINGS, LIMITING LUX SPEED, INC.’S LIABILITY AND REQUIRING MANDATORY ARBITRATION OF DISPUTES.

YOUR ACCEPTANCE OF THIS AGREEMENT STARTS WHEN YOU CLICK THE “I ACCEPT” LINK BELOW AND ACCESS AND/OR USE ANY SERVICE AND CONTINUES FOR AS LONG AS YOU HAVE ACCESS TO AND/OR USE ANY SERVICE. CERTAIN PROVISIONS OF THIS AGREEMENT WILL SURVIVE TERMINATION. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, DO NOT CLICK ON THE “I ACCEPT” LINK BELOW, AND DO NOT ACCESS AND/OR USE ANY OF THE SERVICES.

1. **Introduction.** (a) This Agreement sets forth the terms and conditions under which Lux Speed, Inc. or one or more of its subsidiaries or affiliates (Lux Speed, Inc. and/or each subsidiary is hereafter referred to as “LSI”) agrees to provide Services (as defined below) to you and under which you agree to accept, access, and use the Services. In this Agreement, “you”, “your”, or “customer” mean any person at the customer’s residence who subscribes to, uses, has access to, and/or receives one or more Services and/or accesses or uses any LSI Equipment. You agree and acknowledge that you are authorized to enter into this Agreement and, on behalf of yourself, your family member, your guest and/or visitor, and/or any other third party, agree to all terms and conditions in this Agreement on behalf of anyone including, without limitation any minor, who accesses and/or uses the Services or any LSI Equipment at the residence where the Services are accessible and/or being provided. “LSI,” “we,” “our,” and “us” means the LSI entity that is providing or making accessible any Service and/or LSI Equipment.

(b) You represent that you are eighteen (18) years of age or older, that you have the power and the legal authority to enter into this Agreement, and that the information you supply to us is correct and complete. You acknowledge and agree that you are solely responsible for the access to and/or use of the Service (including the use of any secondary or sub-accounts associated with a primary account) and LSI Equipment and the manner in which the Service is accessed and/or used by you or anyone who uses the Service at the premises with or without your permission. You are responsible for any use of the Service by you, your guests and visitors, and/or any other third party. Any use of the Service by you, your family member, your guest or visitor, and/or any other third party that violates the terms and conditions of this Agreement shall be considered a breach by you and you agree to indemnify and hold harmless LSI from and against any and all losses, damages, liabilities, claims, and/or costs resulting from any third party claim or allegation arising out of or relating to the access to and/or use of the Service and/or LSI Equipment in violation of this Agreement.

(c) In consideration of your agreeing to this Agreement and allowing LSI to install and maintain the LSI Equipment at your premises (as defined below), LSI agrees to provide certain designated Services to you, subject to the terms and conditions of this Agreement. This is a legal agreement between you and LSI for the access to and use of the LSI Services, LSI Equipment, and any related features. By accessing and/or using any Service or LSI Equipment, you acknowledge, agree, and signify your consent to and agreement with the terms and conditions of this Agreement. If you do not agree to all of the terms and conditions of this Agreement, you and anyone at the premises should not access or use any of the Services or LSI Equipment. Unless explicitly stated otherwise, any new or additional features that enhance, change, configure, or reconfigure the current Services and/or LSI Equipment shall also be subject to the terms and conditions of this Agreement. By your continued use of the Services and/or LSI Equipment after the installation and/or addition of any such features, you agree that this Agreement shall apply to and govern all such enhanced, changed, configured, or reconfigured features.

2. Definitions.

“**Applicable Law**” means any applicable federal, state, and/or local law, statute, regulation, and/or ordinance.

“**Customer Equipment**” means any equipment, software, hardware, and/or services supplied by you to use in conjunction with the Services and/or any LSI Equipment.

“**LSI Equipment**” means any and all equipment provided and/or made accessible by LSI or its equipment lessor in connection with the Services. LSI Equipment includes any and all software, firmware, or other programs contained within the LSI Equipment including, without limitation, gateways, routers, cable modems, cables, conduits, wires, amplifiers, miniboxes/DTAs, voice-capable modems, wireless gateway/routers, converters/receivers/set top boxes, digital adapters, remote controls, and any other equipment provided or leased to deliver the Services accessed and/or used by or for you. You agree that (i) all LSI Equipment will remain the property of LSI or its lessor, as applicable, and you will not acquire any ownership or other interest in or to any LSI Equipment or any network facilities, cabling, or software or by any attachment of the LSI Equipment to the

premises; (ii) LSI Equipment will not be deemed fixtures or in any way part of the premises; and (iii) you will use the LSI Equipment only for receiving and/or using the Service(s) pursuant to and in accordance with this Agreement.

“**Premises**” or “**premises**” or “**residence**” means the property including, without limitation, your apartment, house, condominium, residence, room, and/or unit, as applicable, where any Service and/or LSI Equipment is or will be installed and/or provided.

“**Service**” or “**Services**” means broadband internet service including Wi-Fi service. If applicable, and depending on the contract entered into between LSI and the property owner, property manager, or condominium association, “**Services**” might also include television service and associated features or applications that permit you to access certain video services, which may include your ability to access over-the-top video content via the internet and other features using a broadband connection.

3. General. (a) Entire Agreement. This Agreement and any documents specifically incorporated herein by reference constitute the entire agreement between you and LSI for the provision of, access to, and use of the Services and any LSI Equipment. No prior agreement nor any written or oral statement, proposal, advertisement, or service description will modify or supplement this Agreement. Unless you are under the age of 18, you represent and warrant that you have the right to enter into this Agreement. No undertaking, representation, or warranty made by any agent or representative of LSI in connection with the installation, maintenance, and/or removal of the Services and/or LSI Equipment shall be binding on LSI except as expressly included in this Agreement. **THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.**

(b) Changes to the Service and the Agreement. LSI reserves the right to modify or amend any of the terms and conditions of this Agreement including any aspect of the Services and/or LSI Equipment in its sole discretion at any time with or without notice. Such changes may include, for example and without limitation, configuration and capacity of the Services; changes in the features, functionality, and/or technical requirements for LSI Equipment and Customer Equipment; rearrangement, deletion, or addition of programming; changes to the features, functionality, offerings, and/or content of the Services; Customer Equipment requirements; speed and upstream and downstream rate limitations; use of vendors to provide Services and/or LSI Equipment; limitations of liability; procedures for disputes; and policies for termination. In order to receive the Services, you may not modify this Agreement by making any changes to it for any purpose. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute your acceptance of the change.

(c) Notice of Material Changes. Notwithstanding Section 3(b) above, LSI will provide you with written notice of any changes that we determine are material to the Services or this Agreement consistent with and subject to Applicable Law. You agree that we may provide you with such written notice by posting it on any of the Services that you access or use or by other lawful means, and you agree that any of the foregoing will constitute sufficient written notice and you waive any claims that these forms of notice are insufficient or ineffective. All such changes will become effective as of the date specified on the written notice and will be posted on the LSI website and you agree to regularly check all postings on the LSI website. The updated version of this Agreement on the LSI website will supersede any prior version of this Agreement. You agree that your sole recourse if you do not accept any such material change to the Service(s) and/or this Agreement is to terminate this Agreement and your use of the Services, which you are free to do so at any time in your discretion. Your continued use of the Services after receipt of notice of any change will constitute your acceptance of the revised Services and/or Agreement as modified.

4. Provision and Use of Services. (a) You acknowledge and agree that the reliability, availability, and performance of any Service accessed through the internet or other services connected or linked to the Service are beyond our control and are not in any way warranted or supported by LSI or its third party licensor, lessor, provider, and/or supplier.

(b) If you are accessing and/or using any television service provided by LSI, you agree that the programming provided by LSI will be utilized solely for customer’s personal, non-commercial use and shall not be duplicated except as may be permitted by Applicable Law. You may not rebroadcast, retransmit, redistribute, perform, or charge admission to view or listen to any of the Services unless you obtain and pay for any applicable public performance licenses.

(c) You agree not to use any Service in any manner or purpose which violates any Applicable Law including, without limitation, any current or future laws applicable to the Services. You further agree not to use any Service to interfere with or disrupt any other users of the Service.

(d) You agree not to transmit or publish on or over the Service any information or other content that (1) violates, misappropriates, and/or infringes upon the rights of other person or entity, or could assist anyone in violating, misappropriating, or infringing upon the rights of any person or entity, or (2) could assist any person or entity in violating any existing laws, rules, and/or

regulations. You further agree to comply with Applicable Law in connection with your access to and/or use of the Services and LSI Equipment and to cooperate with LSI and/or law enforcement personnel when requested.

(e) You acknowledge that you are accepting this Agreement on behalf of all persons who use any Service and/or LSI Equipment at the premises and that you shall have the responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies, including, but not limited to the Acceptable Use Policies listed below. You will take reasonable precautions to prevent others from gaining unauthorized access to the Services and/or LSI Equipment. Except as otherwise specified in this Agreement, you are responsible for any unauthorized use and for controlling access to the Services, LSI Equipment, Customer Equipment, and any licensed software.

(f) You may install wiring, such as additional cable wiring and outlets, inside your premises ("Customer Inside Wiring"). Any Customer Inside Wiring you have installed on your premises must not interfere with the normal operations of the Services, LSI Equipment, or the LSI network. You are responsible for the repair, operation, and maintenance of the Customer Inside Wiring. All Customer Inside Wiring, whether or not installed by LSI is considered your property or the property of whomever owns the premises. If you do not own the premises, please contact the premises owner, your landlord, or building manager about the installation, repair, and/or maintenance of Customer Inside Wiring.

(g) Links to Third Party Websites. In your use of the Services, you may have access to and/or encounter various types of links that enable you to visit websites and domains operated or owned by third parties ("Third Party Site(s)"). These links are provided to you as a convenience and are not under the control, influence, or ownership of LSI. The inclusion of any link to a Third Party Site is not an endorsement by LSI of the Third Party Site, an acknowledgement of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third Party Site. Your use of any Third Party Site is governed by the various legal agreements and policies posted at that website.

(h) You acknowledge and agree as follows: (i) you are aware that certain content, services, and/or locations of the Service or of other parties that may be accessible through the Services may contain material that is unsuitable for minors (persons under 18 years of age) and that LSI does not screen or censor such content with regard to copyright, obscenity, safety, integrity, accuracy, completeness, or reliability. You agree to supervise usage of the Services by any minors whom you permit to use the Services, and you agree to be responsible for the use of the Services by such minors; (ii) LSI can, pursuant to a subpoena or legally binding order, disclose your name(s), address(es), phone number(s), types of Services used, length of use, connection times and durations, identification of the instrument used to connect, and subscriber numbers (including, without limitation, any temporarily assigned or dynamic network addresses or IP addresses); (iii) LSI can, pursuant to a search warrant issued by a court or regulatory agency in any U.S. jurisdiction, disclose the contents of stored e-mail which is resident or stored on LSI's system; (iv) LSI can, pursuant to Applicable Law, be required to produce business records including, without limitation, all items identified in this Section, as well as other tangible items, and that LSI may be compelled not to disclose the fact that such information and/or items were disclosed; (v) LSI can cooperate with law enforcement to intercept and/or monitor the content of communications through the LSI system and/or any LSI Equipment.; (vi) LSI can, at its sole discretion and in good faith, disclose to any governmental agency or regulator the contents of your communications (i.e., without a court order or subpoena) if the contents: (a) were inadvertently obtained by LSI and appear to pertain to the commission of a crime; (b) contain child pornography; (c) if necessary for LSI to protect its rights and/or property; or (d) if LSI reasonably believes that an emergency involving immediate danger of death or physical injury to any person or damage to property requires disclosure of the information without delay; and (vii) tampering with or altering a cable system or converter to receive unauthorized services is a federal crime punishable by fines and/or imprisonment. LSI may conduct periodic system checks and audits to detect any unauthorized receipt of Service.

(i) You agree that LSI assumes no responsibility for the accuracy, integrity, quality, completeness, usefulness, or value of any content, data, documents, graphics, images, information, advice, or opinion contained in any emails, message boards, chat rooms, or community services, or in any other public services or social networks, and does not endorse any advice or opinion contained therein. LSI does not monitor or control such services, although we reserve the right to do so. LSI may take any action we deem appropriate, in our sole discretion, to maintain the high quality of our Services and to protect others and LSI.

5. Acceptable Use Policies. (a) You acknowledge and agree that LSI has certain legal and ethical responsibilities with respect to the provision of the Services. Accordingly, you agree that you shall not do any of the following: (i) upload, post, email, or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or other rights;

(i) engage in action which might harm any person in any way;

(ii) impersonate any person or entity, including, but not limited to, an LSI official, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(iii) forge any header or otherwise manipulate any identifier in order to disguise the origin of any content transmitted through any Service;

(iv) upload, post, email, or otherwise transmit: (1) any content you do not have a right to transmit; (2) any content that infringes any patent, trademark, trade secret, copyright, or any other proprietary or intellectual property right of any person or entity; (3) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation; and/or (4) any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, system, hardware, or equipment;

(v) interfere with or disrupt any service or server or network connected to the Service, or disobey any requirement, procedure, policy, or regulation of any network connected to the Service; and/or

(vi) violate any Applicable Law.

(b) LSI may take such actions as it deems appropriate for any violation of these policies including, without limitation, removing any content that violates this Agreement, terminating this Agreement and your use of the Service, and cooperating with law enforcement officials by providing whatever information may be requested upon presentation by such officials of appropriate authorization from a court or regulatory agency having jurisdiction over the subject matter. However, you agree and acknowledge there is no promise or obligation on LSI's part to monitor or police any such activity, and LSI will have no liability to you or any person or entity for any violation of any of these policies.

(c) Intellectual Property Infringement Claims. LSI is registered under the Digital Millennium Copyright Act of 1998. In accordance with Title 17, United States Code, Section 512(c)(3), if you believe that a web page hosted by LSI is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with LSI's designated agent.

6. Service Availability and Performance. You understand and acknowledge that internet broadband service is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files), as well as based on network congestion and the speed of servers you access on the internet, among other factors. The speed of the Service will vary based on network or internet congestion, the type, condition, and configuration of your computer or other device, your use of television service, if applicable, and the wiring inside at your location, among other factors. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.

7. Security. LSI reserves the right in its sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other internet users, against any internet threats or abuses including, without limitation, viruses, spam, phishing, identity theft, and any other potentially disabling or harmful threat or abuse. These security measures may include, without limitation, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters, anti-virus and/or anti-spyware software, or blocking selected ports. Such activities may result in the blocking, filtering, or non-delivery of legitimate and non-legitimate email sent to or from your email account.

8. Customer Privacy Notice and Account Security. (a) Customer Privacy Notice. LSI will provide you with its Customer Privacy Notice upon obtaining Service, but the most up-to-date version is always posted online at the LSI website. The Customer Privacy Notice describes how LSI may from time to time collect, use, and disclose information about you and includes information as to your choices concerning video and internet usage, use of cookies, use of location information, and other policies and rights concerning your use of the Services. Changes in our Services or the law may cause us to make changes to our Customer Privacy Notice from time to time. We will post any changes at the LSI website, along with the effective date of the changes. LSI also has the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property, to comply with the law, pursuant to a court order or subpoena, or where we believe individual and/or public safety is in peril.

(b) Security of your Account. You are responsible for protecting the information required to access and/or make modifications to your account (for example, passwords, user names, secret answers to security questions, etc.). If someone else acquires this information (through no fault of LSI), we will assume that you have authorized that person's use of the information and access to your account. Please report any suspected incidents of unauthorized access to your account or unauthorized disclosure of your account information to LSI promptly by calling the LSI customer support number at 877-589-3015.

9. LSI Equipment. (a) You agree and acknowledge that (i) all LSI Equipment is and will remain the property of LSI or its lessor, as applicable, and you will not acquire any ownership or other interest in or to any LSI Equipment or any network facilities, cabling, or software or by any attachment of the LSI Equipment to the premises; (ii) LSI Equipment will not be deemed to be a fixture or in any way part of the premises or your residence; and (iii) you will use the LSI Equipment only for receiving and/or using the Service(s) pursuant to and in accordance with this Agreement.

(b) We may remove or change the LSI Equipment at our discretion at any time the Service is active or following the disruption or termination of Service. You acknowledge and agree that our addition to, removal of, or change to the LSI Equipment may interrupt your Service. You will not use any LSI Equipment at any time at an address other than the premises. You may not sell, lease, remove, damage, alter, repair, abandon, or give away the LSI Equipment, or permit any other provider of video or broadband internet service to access or use the LSI Equipment for any reason. The LSI Equipment may only be used on the premises. You agree that you will not allow anyone other than LSI or its agents to install, repair, replace, maintain, alter, remove, or service the LSI Equipment. You and any other person acting on your behalf or under your supervision shall not open, tamper with, service, make any alterations to, or remove any LSI Equipment from its point of initial installation. Any alteration, tampering, removal, or use of any LSI Equipment which causes the receipt of any services without authorization is unlawful, prohibited, and may subject you to criminal and/or civil penalties.

(c) You expressly agree that upon termination of this Agreement: (i) you will either ensure the immediate return of all LSI Equipment to LSI or permit LSI to access your premises at a reasonable time to remove any LSI Equipment and all other material provided by LSI; (ii) you will ensure that all LSI Equipment on the premises is in good condition without any encumbrances, except for ordinary wear and tear; (iii) you are responsible if any LSI Equipment is lost (through theft or otherwise), damaged, modified, removed, or destroyed and agree to pay LSI's reasonable estimates of the repair or replacement and all incidental costs that LSI incurs to repair or replace any LSI Equipment; (iv) you are responsible for storing or retrieving any emails and material stored in LSI's broadband service or other information you wish to retain after termination of the Service; (v) you will cease use of any Services terminated; and (vi) LSI is authorized to delete any files, information, materials, programs, data and email messages associated with any terminated account.

(d) Installation and Repair of LSI Equipment. Upon appropriate written request, LSI will repair and/or replace defective LSI Equipment at your residence. LSI is not responsible for the maintenance or repair of any equipment not provided by LSI. A service charge may be imposed if damage to or destruction of any LSI Equipment is due to your or any user's use, misuse, or abuse. LSI may also charge a fee if LSI visits your residence and determines that no such repair and/or replacement is necessary. LSI makes no warranties with respect to LSI Equipment or service repairs provided or rendered by LSI, and disclaims any and all implied warranties, including warranties of non-infringement, merchantability, and fitness for a particular purpose or use. In order to ensure compliance with Applicable Law and performance standards, you agree that the LSI Equipment shall not be serviced by anyone other than LSI or its authorized contractor. You shall not connect, directly or indirectly, any additional television set(s) or any other electrical, mechanical, or other devices to the LSI Equipment without the prior written consent of LSI. Should any interconnected device or facility purchased by you fail to comply with the technical specifications established by LSI and/or the Federal Communications Commission including, without limitation, to those relating to signal leakage, LSI reserves the right to take appropriate remedial action with respect to its provision of any Services and/or LSI Equipment without notice to you.

10. Customer Equipment and Property. (a) You warrant that you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and/or our agents and contractors access to the Customer Equipment. Customer Equipment is your sole responsibility including all costs of purchase, installation, maintenance, and repair. You are responsible and liable for any degradation or any interruption of Service, damage to LSI Equipment, loss of data, loss of your stored content, and other consequences that you, LSI, or any third party may suffer resulting from your provision and/or use of any Customer Equipment.

(b) LSI is neither responsible for the condition, operation, support, maintenance, or repair of any Customer Equipment nor for any loss of stored content or data or any damage to any Customer Equipment or any other equipment or system not provided by LSI. Customer is responsible for the repair and maintenance of any Customer Equipment. LSI is not responsible or liable for any loss or impairment of reception of any Service due in whole or in part to a malfunction or defect in equipment not provided by LSI.

(c) You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software updates, patches or other fixes, which are or may become necessary to access the Service, and to operate your computer or any other device. The preceding obligations apply regardless of whether LSI or a third party provided the software or hardware to you. Only the manufacturer's warranties included with any hardware or software provided by us shall apply.

11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. (a) **YOU EXPRESSLY AGREE THAT ACCESS TO AND/OR USE OF THE SERVICE AND LSI EQUIPMENT IS AT YOUR SOLE RISK. NEITHER LSI NOR ANY OF ITS UNDERLYING LESSORS, SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, CONTRACTORS, OR AGENTS REPRESENT OR WARRANT THAT THE SERVICE WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, ERROR FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS AGENTS EVEN IF ANTI-VIRUS**

MECHANISMS ARE DEPLOYED; NOR DOES LSI OR ANY OF ITS UNDERLYING LESSORS, SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, CONTRACTORS, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF ANY SERVICE. THE SERVICES AND LSI EQUIPMENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, AND/OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER LAWS APPLICABLE TO CONSUMER AGREEMENTS, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

(b) SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL LSI OR ANY OF ITS UNDERLYING LESSORS, SERVICE PROVIDERS, SUPPLIERS, INFORMATION PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE OR RESPONSIBLE FOR ANY: (1) FAILURE OR INTERRUPTION OF ANY SERVICES, EQUIPMENT, AND/OR TRANSMISSIONS INCLUDING, WITHOUT LIMITATION, LOSS OF ANY DATA OR STORED CONTENT, REVENUE, PROFIT, AND/OR BUSINESS OPPORTUNITY; AND/OR (2) DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, COVER, OR RELIANCE DAMAGES FROM WHATEVER CAUSE WHATSOEVER AND/OR SUFFERED BY YOU OR ANY OTHER PERSON OR ENTITY EVEN IF ARISING FROM OR RELATED TO THE INSTALLATION, NON-INSTALLATION, OPERATION, REMOVAL, FAILURE OR DISRUPTION, SECURITY BREACH, OR MALFUNCTION OF ANY SERVICE OR EQUIPMENT, REGARDLESS OF THE CAUSE OF ACTION AND WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF WHETHER LSI, YOU, AND/OR ANY SUCH AFFECTED PERSON OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO APPLICABLE LAW, ANY CLAIM FOR ANY DAMAGE AND/OR LIABILITY OF ANY KIND IS BETWEEN YOU AND THE PROPERTY OWNER, PROPERTY MANAGER, LANDLORD, OR CONDOMINIUM ASSOCIATION, AS APPLICABLE. YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT, IN ANY WAY, HOLD LSI RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE AND/OR ANY LSI EQUIPMENT (INCLUDING THOSE WITH WHOM LSI MAY CONTRACT TO INSTALL, OPERATE, REPAIR, MAINTAIN, AND/OR REMOVE ANY PORTION OF THE SERVICE AND/OR LSI EQUIPMENT). SUBJECT TO APPLICABLE LAW, YOU ALSO EXPRESSLY AGREE AND ACKNOWLEDGE THAT LSI SHALL HAVE NO LIABILITY OF ANY KIND FOR ITS GOOD FAITH COOPERATION WITH LAW ENFORCEMENT IN RESPONSE TO PROPER REQUESTS OR, WHERE AUTHORIZED BY LAW, ON LSI'S OWN INITIATIVE.

(c) YOU AGREE THAT NEITHER LSI NOR ITS UNDERLYING LESSORS, SERVICE PROVIDERS, INFORMATION PROVIDERS, SUPPLIERS, LICENSORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS ARE RESPONSIBLE FOR THE LOSS OF ANY OF YOUR OR ANY THIRD PARTY DATA, MATERIAL, AND/OR INFORMATION OR FOR THE BACK-UP OR RESTORATION OF YOUR OR ANY THIRD PARTY DATA, MATERIAL, AND/OR INFORMATION REGARDLESS OF WHETHER SUCH DATA, MATERIAL, OR INFORMATION ARE MAINTAINED ON LSI'S SYSTEM OR SERVERS OR YOUR, OR YOUR VISITOR'S OR GUEST'S EQUIPMENT OR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT DATA, MATERIAL, AND INFORMATION SEPARATELY FROM DATA, MATERIAL, AND INFORMATION STORED ON LSI'S OR ANY THIRD PARTY'S SERVICES.

(d) You expressly agree: (i) that LSI is not responsible or liable for any content, act, omission, and/or negligence of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of any third party's rights including, without limitation, privacy and intellectual property rights, and you hereby release LSI for any such claims based on the activities of third parties; and (ii) the public Internet is used by numerous persons or entities including, without limitation, other LSI internet subscribers and customers. As is the case with all shared networks like the public internet, there is a risk that you could be subject to hacking or eavesdropping. This means that other persons or entities may be able to access and/or monitor your use of the Services. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your own and sole risk. LSI shall not have any responsibility or liability whatsoever for any claims, losses, actions, damages, suits, allegations, or proceedings arising out of or otherwise relating to such actions by you. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warranty regarding the effectiveness of any of these programs.

(e) If a court should hold that the limitations of liabilities or remedies available as set forth in any provision of this Agreement are unlawful or unenforceable for any reason, or that any of your or any Service user's remedies under this Agreement fail of their essential purpose, you expressly acknowledge and agree that, under no circumstances, shall LSI's total liability to you any Service user's, or any person or entity claiming by, through or under you or any Service user for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence or any other theory of liability, exceed

in the aggregate, one thousand dollars (\$1000). This limitation of liability shall not apply to the proven gross negligence or willful misconduct of LSI.

(f) **Your Remedies.** Your sole and exclusive remedy for any failure or non-performance of the Service and/or any LSI Equipment (including any associated equipment, software, or other materials supplied in connection with the Service and/or LSI Equipment) shall be for LSI to use commercially reasonable efforts to repair the Service and/or repair or replace any LSI Equipment, as applicable.

12. Indemnification. You shall indemnify and hold harmless LSI and any of its lessors, service providers, licensors, licensees, employees, associated third parties, contractors, and/or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or relating to: (i) your use of any Service or any LSI Equipment in any unauthorized manner or any act in violation of any law committed by you; (ii) your use of any Service in a manner that infringes or misappropriates the patent, copyright, trademark, trade secret, or any other intellectual property right, trade secret, or privacy right of any third party; (iii) any breach by you of this Agreement; (iv) any content displayed, distributed, or otherwise disseminated by you or any other user of any Service at the premises; (v) any act, error, omission, or negligence of you or any user of your account, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; (vi) your initiation or facilitation of any unsolicited commercial e-mail or "spam," whether through the Service or otherwise; and/or (vii) your engagement in any fraud or deceptive trade practice.

13. Force Majeure. LSI shall not be liable or responsible for any delay, interruption of Service, failure of performance by LSI or any LSI Equipment, and/or any loss, liability, and/or damage directly or indirectly caused by circumstances beyond its control including, without limitation, any act of God; fire, flood, explosion or any other casualty or catastrophe; any cause attributed to you or any Customer Equipment or property; any act of any third party; any act of terrorism, insurrection, riot, or war; any law, order, regulation, action, or request of a federal, state, or local governmental authority or of any civil or military authority; national emergency; unavailability of rights-of-way or materials; shipping delay or material shortages; power outage or reduction; failure of any television service and/or signal; inability to appropriately configure and/or interconnect the Service and/or any LSI Equipment within the premises; any epidemic or pandemic; and/or any strike, lockout, work stoppage, or other labor difficulty.

14. Obligations With Respect to the LSI Equipment; Access to Customer Premises. (a) You warrant that you and any user of the Services and/or LSI Equipment are the owner of, a tenant, guest, or visitor in, or otherwise have express authority to occupy the premises where you access and/or use the Service. You shall indemnify, defend, and hold LSI harmless from and against any and all claims, allegations, costs, and expenses resulting from a breach of this warranty.

(b) You acknowledge and agree that you: (i) are responsible for any damage to and/or theft, loss, or destruction of the LSI Equipment or any portion of the LSI Equipment; (ii) shall immediately notify LSI in writing if you become aware of any damage to and/or theft, loss, or destruction of any LSI Equipment; (iii) shall keep the LSI Equipment free and clear of all liens, encumbrances, interests, and claims of any kind and nature; (iv) shall reimburse LSI for the cost of repairing or replacing any portion of any LSI Equipment that is lost, damaged, destroyed, or stolen in or from the premises or that is otherwise in your or any user's possession or control.

(c) You will safeguard and protect all LSI Equipment installed at the premises. You agree to allow us and our agents and contractors the right to enter the premises at reasonable times for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing, repairing, and/or removing the Service(s) and/or any LSI Equipment used to provide any of the Services. You are responsible for promptly returning all LSI Equipment to LSI in its original state (ordinary wear and tear excepted) the earlier of (i) prior to your vacating the premises or (ii) immediately after termination of Services. If, for whatever reason, you fail to return any LSI Equipment in a prompt manner, subject to applicable law and without LSI waiving any other rights under this Agreement or at law, you hereby authorize LSI and/or its agent or contractor to access the premises to retrieve any LSI Equipment.

(d) You warrant that you are either the owner of the premises or that you have the authority to give us access to the premises. If you are not the owner of the premises, you are responsible for obtaining any necessary approval from the owner or property manager to allow us and our agents to enter the premises to perform the activities specified above. In addition, you agree to supply us or our agent or contractor, if we request, the owner's or property manager's name, address, and phone number and/or evidence that the owner or property manager has authorized you to grant us and our agents and contractors access to the premises. Subject to Applicable Law, LSI's failure to remove any LSI Equipment shall not be deemed an abandonment of such equipment and shall not relieve you of your obligation to return the LSI Equipment in its original state (ordinary wear and tear excepted) upon termination of Services. Failure to provide LSI and our agents and contractors with reasonable access to the premises for the aforementioned purposes shall permit LSI to immediately terminate Services at LSI's sole discretion and without notice.

15. Assignment or Transfer. This Agreement and the LSI Equipment are not assignable or otherwise transferable by customer. Customer shall notify LSI of any change of occupancy or ownership of the premises immediately upon such transfer of ownership or tenancy, and shall promptly return the LSI Equipment to LSI upon such occurrence. LSI may freely assign this Agreement and any of LSI's rights and obligations without notice.

16. Termination of Service. This Agreement and the Services provided hereunder may be terminated: (a) by LSI at any time without prior notice (i) if you fail to comply in full with all the terms and conditions of this Agreement or any Applicable Law; (ii) you interfere with LSI's ability to provide the Services and/or LSI Equipment at the premises in any manner; (iii) you interfere with or endanger the health or safety of any LSI personnel or third party; (iv) you harass or make any express or implied threat of violence or use derogatory language toward any LSI employee, representative, agent, or contractor; or (v) if LSI loses the right or ability to use rights-of-way necessary to serve you and/or provide the Service or any LSI Equipment; or (b) by you, at any time, upon written notice to LSI, provided all LSI Equipment is returned immediately to LSI. Upon termination of Services, all LSI Equipment must be returned to LSI immediately. In the event of termination by LSI, any restoration of Service shall be solely at LSI's discretion and on such terms as LSI shall determine are necessary to resume Service on a commercially reasonable basis.

17. Breach of Agreement. If you breach this Agreement, LSI, at its option, may discontinue provision of the Services and remove the LSI Equipment. You shall pay all costs, including, without limitation, costs for reasonable attorneys' fees to LSI if LSI shall find it necessary to enforce, preserve, and/or protect any of its rights under this Agreement.

18. Programming. This Section applies if LSI is providing television service to customer.

(a) All programming, programming services, programming packages, number of channels, channel allocations, and selection of broadcast channels are subject to change by LSI in its sole discretion, in accordance with Applicable Law. Customer acknowledges and agrees that LSI has the right at any time to preempt, without prior notice, specific programs or services advertised as available to customer and to determine what substitute programming, if any, shall be made available. LSI may, at its discretion, make additions, deletions, or modifications to its current program line-up without accountability or liability to customer. LSI shall not be liable for failure to deliver any programming or for any programming interruption.

(b) **Programming Disclaimer.** LSI assumes no liability for any programming or information distributed over the television system or the internet. LSI shall not be responsible for any products, merchandise, or prizes promoted on or purchased through the use of the television system or any programming broadcast over the internet.

19. Additional Representations and Warranties. In addition to the other representations and warranties made by customer in this Agreement, customer further represents and warrants that: (a) customer is at least eighteen (18) years of age; and (b) during the term of the Agreement, customer has provided and will continue to provide to LSI accurate, complete, and current information to adequately identify and affiliate the account with the identified resident at the premises. Customer acknowledges that LSI relies upon the provision of truthful, complete, and accurate information and that customer will notify LSI promptly, in accordance with the terms of this Agreement, if there is any change in the information provided to LSI.

20. Reservation of Rights/No Waiver. LSI, in its discretion, may decide not to enforce its rights or exercise a remedy under this Agreement in any specific instance. Any such decision in one instance shall not act as a waiver of LSI's rights or remedies in any other instance. Nothing contained in this Agreement limits LSI's rights and remedies available at law or in equity. If this Agreement terminates, LSI reserves the right to delete all of customer's data, material, files, electronic messages, user account names, email addresses, IP addresses, websites, or other information that are stored and/or used with the Services.

21. Customer Privacy. LSI respects its customers' online privacy, and will not randomly monitor or disclose the contents of private e-mail or private chat room communications. However, customer agrees that LSI has the right, but not the obligation, to monitor or disclose the contents of private communication over the internet if LSI, in its sole discretion, reasonably believes that such action is necessary: (i) to comply with Applicable Law or valid legal process; (ii) to protect LSI's rights or property; or (iii) in emergencies when a person's health or safety is at issue. In addition, LSI reserves the right to disclose the identity of a user of any Service to third parties in response to a valid legal subpoena and to otherwise cooperate with legitimate law enforcement inquiries and lawful civil proceedings.

22. Binding Arbitration. (a) Purpose. Subject to Applicable Law, if there is a Dispute (as defined below) between you and LSI that cannot be resolved through an informal dispute resolution process, you and LSI agree to arbitrate the Dispute in accordance with the terms of this Binding Arbitration provision rather than litigate the Dispute in any federal or state court or other tribunal. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHTS TO PROCEED IN COURT AND HAVE YOUR CLAIMS RESOLVED BY A JUDGE OR JURY. INSTEAD, BOTH PARTIES WILL HAVE A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. ARBITRATION MAY RESULT IN LIMITED**

DISCOVERY AND MAY BE SUBJECT TO LIMITED REVIEW BY COURTS. THE ARBITRATION SHALL BE BINDING ON BOTH YOU AND LSI.

b. Definitions. The term “Dispute” means any dispute, claim, allegation, or controversy between you and/or any user of the Service and LSI regarding any aspect of your relationship with LSI including, without limitation, any aspect or portion of providing, not providing, accessing, and/or using any Services and/or LSI Equipment, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability, or scope of this Binding Arbitration provision. “Dispute” is to be given the broadest possible meaning that will be enforced. As used in this Binding Arbitration provision, “LSI” means LSI and its parent, subsidiaries and affiliated companies and each of their respective officers, directors, employees, contractors, and agents.

c. Initiation of Arbitration Proceeding/Selection of Arbitrator. If a Dispute needs to be resolved through arbitration, the party initiating the arbitration proceeding must open a case with the American Arbitration Association (“AAA”) (www.adr.org) under the Arbitration Rules of the AAA.

d. Arbitration Procedures. (i) You and LSI agree that the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes, even if the substance of the Dispute is governed by other federal or state laws or regulations. No state statute pertaining to arbitration shall be applicable under this Binding Arbitration provision. If there is a conflict between this Binding Arbitration provision and the rules of the AAA, this Binding Arbitration provision shall apply and govern. If there is a conflict between this Binding Arbitration provision and any other provision of this Agreement, this Binding Arbitration provision shall apply and govern.

(ii) A single arbitrator will address and resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect your account information and each party’s confidential or proprietary information.

(iii) The arbitrator will make any award in writing, including (unless both parties otherwise agree in writing) a statement of reasons supporting the award. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

(iv) If, subject to applicable law and the terms of this Agreement, any award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the AAA by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the AAA rules. The AAA will then notify the other party that the award has been appealed. The three-arbitrator panel will issue a written decision within one hundred and twenty (120) days of the date of the appealing party’s notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

(e) Restrictions. (i) ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED; AND (ii) THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, CONSOLIDATED, OR AGGREGATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER CUSTOMERS, OR OTHER PERSONS. THE ARBITRATOR MAY ONLY AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO DETERMINE OR PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY RELATED ARBITRATION RULES, ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS SUBSECTION (E) SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

(f) Governing Law and Location of Arbitration. This Agreement will be governed by the laws of the state in which you receive the Services and applicable federal law. The arbitration will take place at a location reasonably convenient to you and LSI in the area where you receive the Service from LSI.

(g) Payment of Arbitration Fees and Costs. LSI will reimburse any filing fee that the AAA charges you for arbitration of the Dispute to the extent that the amount of such a fee exceeds the filing fee that would be charged by a court with jurisdiction over the Dispute. If the arbitration proceeds, LSI will also pay any administrative and arbitrator fees charged later, as required by the rules and fee schedule of the AAA.

(h) Severability. If any clause within this Binding Arbitration provision is found to be illegal or unenforceable, that clause will be severed from this Binding Arbitration provision, and the remainder of this Binding Arbitration provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Binding Arbitration provision will be unenforceable, and the dispute will be decided by a court of competent jurisdiction. If this entire Binding Arbitration provision

is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Binding Arbitration provision, **you and LSI have each hereby agree to waive, to the fullest extent allowed by law, any trial by jury.**

(i) Continuation. This Arbitration Clause shall survive the termination of your Services with LSI and the termination of this Agreement for any reason.

(j) Right to Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS BINDING ARBITRATION PROVISION, YOU MUST NOTIFY LSI IN WRITING WITHIN THIRTY DAYS OF THE DATE THAT YOU FIRST ACCEPT THIS AGREEMENT BY PROMPTLY SENDING AN EMAIL MESSAGE TO LUXSPEED.IO CONTAINING "ATTN: LEGAL DEPARTMENT" IN THE SUBJECT LINE. YOUR WRITTEN NOTIFICATION TO LSI MUST INCLUDE YOUR NAME, ADDRESS, AND LSI ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH LSI THROUGH BINDING ARBITRATION. YOUR DECISION TO OPT OUT OF THIS BINDING ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH LSI OR THE DELIVERY OF SERVICES TO YOU BY LSI. IF YOU FAIL TO NOTIFY LSI IN WRITING WITHIN THE THIRTY (30) DAY DEADLINE, YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO OPT OUT OF THIS BINDING ARBITRATION PROVISION AND AGREED TO ARBITRATE ANY DISPUTE THROUGH BINDING ARBITRATION.

(k) Required Time for Notice of a Dispute. Each party must give written notice of a Dispute to the other party within one (1) year of the date of the occurrence of the event or facts giving rise to a Dispute or any claim for damages or the disputing party waives with prejudice the right to pursue any claim based upon such events facts, and/or Dispute.

23. Survival. The provisions of the sections entitled Definitions, Provision and Use of Services, LSI Equipment, Disclaimer of Warranties and Limitation of Liability, Indemnification, Force Majeure, Obligations With Respect to the LSI Equipment; Access to Customer Premises, Assignment or Transfer, Termination of Service, Breach of Agreement, Additional Representations and Warranties, Reservation of Rights/No Waiver, Binding Arbitration, and Survival as well as all other provisions which by their nature would be expected to survive and all obligations of and restrictions on you and any user of your account with respect to the Services and LSI Equipment shall survive termination of this Agreement for any reason.

24. How to Contact Us. For any questions regarding this Agreement or the Services you subscribe to, technical support ,or other information, please contact LSI at 877-589-3015 or by visiting the LSI website at www.luxspeed.io.