

WAVE G TERMS AND CONDITIONS FOR SERVICE

These Terms and Conditions and any accompanying Service Order (collectively, the “Terms and Conditions”) shall govern the services (“Services”) Wave is providing to you. You understand that Wave may change these Terms and Conditions upon advance notice to you at any time. Any such change is effective immediately upon it being posted on the WaveG website or delivery of any other notice to you. Continued use of the Services after such change becomes effective constitutes your agreement and acceptance of the change. Upon notice of any material change in these Terms and Conditions you may terminate the Agreement upon notice to Wave.

Term. The initial term (“Initial Term”) of these Terms and Conditions commences on the date the order for service was placed and shall continue until the end of the Service Term as defined in any Service Order. After expiration of the Initial Term, these Terms and Conditions shall automatically renew on a month to month basis (“Renewal Term”).

Service. Wave agrees to provide you services as specified on the Order Form for the Term of this agreement. Unless otherwise specified, the Services provided to you by Wave are for your personal and non-commercial use. Wave agrees to provide its Services to you from the point at which Wave’s network connects to your network, hereafter referred to as the “DEMARC”, this “DEMARC” may or may not be located on your premises but will always have the unified characteristic of being dedicated exclusively to you. Wave will provide all equipment (“Equipment”) and installation services up to and including your “DEMARC” point, but will not be responsible for configuration beyond the “DEMARC.”

Installation. By ordering Services from Wave, you agree to grant Wave access to your residence for purposes of installing, maintaining, troubleshooting, removing and/or replacing Wave’s Equipment needed to provide the services to your residence. In some cases, installation may require modifications to your residence. While these modifications are often minor, standard professional installation in some cases includes drilling holes in order to run fiber optic cable and related facilities to the residence. If you do not own the residence for which you have ordered services, you may need to obtain approval from the property owner before Wave performs the installation. After Wave installs, removes or replaces Equipment at your residence, you are responsible for any repairs or cosmetic corrections you desire to make. Wave shall have no obligation for repairs unless Wave causes damage by performing the work in a negligent manner.

Connection Speeds. You have been advised and understand that Wave’s Service relies on and is limited by the inherent shared nature of the Internet and that Wave will use its actual best efforts to provide you with the highest speed at which data will pass through networks controlled by third-

parties reasonably available. Wave's Service is delivered to the customer via a 100baseT Ethernet connection, 1000baseT Ethernet connection, or vDSL2 connection. Due to overhead in Ethernet connections, vDSL2 connections, customer DEMARC, Internet protocols, customer's network hardware, or customer's computer hardware and software, connection speeds will not test at the full line speed.

Customer Equipment Configuration. It is understood that under the terms of this Agreement, Wave is under no obligation to configure any of your equipment. All configurations of your equipment, including router configurations, computer configuration, and the like are your sole responsibility. At its discretion Wave may, but is not required to, assist you in configuring your equipment to utilize Wave's Service. Any assistance which Wave may provide is without warranty of any kind and in consideration for such assistance, you expressly waive any and all claims against Wave which may arise from such assistance.

Invoicing. You agree to timely pay all fees and other charges billed to your account. Services will be billed by Wave in advance of the month in which the service is to be used. Payment is due by the first day of the service period in which service is to be used. If the customer chooses to pay their invoices automatically each month with a credit card the customer hereby authorizes Wave to charge all fees to the customer's supplied credit card. Credit card charges are posted on the due date on the invoice and will appear on the bill as Wave Broadband.

Late Fees and Non-Payment. In the event Wave does not receive payment in full by the due date on the invoice, a service late fee will be applied to your account. Wave reserves the right to temporarily or permanently suspend service in the event a customer's account is past due. Service will not be re-established for you without receiving the payment of all arrears. A reconnection charge or trip fee may also apply.

First Month Base Service and Activation Fees. You are required to provide Wave with your first month's base service charge and any activation fees, as set forth in the Order Form. Wave will not provide any Service until such fees have been paid in full.

Equipment. You acknowledge and agree that: (i) Wave is the owner of all Equipment and intellectual property rights related to Wave's services to be delivered to you pursuant to this Agreement; and (ii) Wave has not granted you any rights or licenses to such Equipment or intellectual property except as contained in this Agreement. In exchange for the use of such equipment, you accept full responsibility for Equipment located on your premises and agrees to pay the full replacement cost

for any Equipment that is lost, stolen, damaged, sold, transferred or in any other way not returned in working order to Wave upon termination of this Agreement.

Access to Equipment. By executing the Order Form, you agree to allow Wave personnel, and independent contractors acting on behalf of Wave, reasonable access to your premises for the purpose of installing, repairing, and removing Wave Equipment. In the event your premises are leased from a third party, you also agree that you have obtained appropriate authorization from your landlord for (i) the placement of Equipment on your premises and (ii) reasonable access to Wave personnel and independent contractors to install, repair, and remove Equipment.

Use and Abuse of Services. You understand and agree that services provided to you by Wave may only be used for lawful purposes; that you are fully responsible for any data or traffic originating from your customer IP connections; and to assist Wave in investigating all uses not permitted by this Agreement (“Abuses”) which Wave believes have originated from the your customer IP connections. Abuses include, but are not limited to (i) transmission of unsolicited bulk email (“SPAM”), (ii) transmissions from computers involved in DOS and dDOS attacks, IRC bots, (iii) “Hacking” activity and (iv) copyright infringement (v) any other activity which is generally defined by the global internet community as malicious. Wave reserves the right to terminate your service immediately for any Abuse of Services. Use of the Services is subject to Wave’s Acceptable Use Policy which can be found at www._____.

Maintenance. Wave reserves the right to interrupt Service for routine maintenance at such times as may be reasonably necessary. You agree that Wave will not be liable to you for any consequences of any interruptions to the Service, which may render you unable to access the Internet.

911 Service Terms. In addition to other terms and conditions herein applicable to 911 service, the following terms and conditions are specifically applicable to all customers.

Limitations: The Service includes Enhanced 911 functionality (“E911”) that may differ from normal land line 911 service or the E911 functionality furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICE, INCLUDING MAKING THEM AWARE OF ALTERNATIVE METHODS OF ACCESSING 911 SERVICES IN THE EVENT OF THE FAILURE OF THE VOIP PHONE SERVICE. IF YOU HAVE ANY QUESTIONS

ABOUT E911, CALL WAVE G CUSTOMER SUPPORT. E911 calls are routed to a regional public safety access point (PSAP). E911 identifies the location of the caller, routes the call to the appropriate local PSAP, and provides the PSAP with location information in order to speed response. VoIP over the Internet presents considerable E911 difficulties as the location of the caller can be difficult, if not impossible, to determine if the caller is not at his/her registered premises address.

1. **Correct Address:** In order for your E911 calls to be properly directed to emergency services, WAVE must have your correct premises address. If you move the Service to a different address without WAVE.s approval, E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or your Service (including E911) may fail altogether. Therefore, you must call before you move the Service to a new address. WAVE will need several business days to update your premises address in the E911 system so that your E911 calls can be properly directed. All changes in service address require WAVE.s prior approval.
2. **Service Interruptions:** The Service uses the electrical power in your home. If there is an electrical power outage, 911 calling may be interrupted if a battery backup solution is not in place. More information about battery backup solutions can be found [HERE](#). Furthermore, calls, including calls to E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
3. **Suspension and Termination of Service:** You understand and acknowledge that the Service, including E911, as well as all online features of the Service, where we make these features available, will be disabled if your account is suspended or terminated.
4. **Separate Phone:** You acknowledge that you have been advised to have a separate phone service such as a cell phone available for emergencies in case the Service should be temporarily unavailable for an indefinite period of time due to a technical failure of some portion of the Service or if you are not at your registered premises address.
5. You acknowledge and understand that the E911 service is available only within certain geographic areas within the US, and not available outside the US, and that no emergency dialing services of any kind are available outside these areas.
6. If you block your phone number, the E911 center may not be able to call you back.

Limitation of Liability and Indemnification: YOU ACKNOWLEDGE AND AGREE THAT WAVE AND ITS OFFICERS AND EMPLOYEES AND SERVICE PARTNERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO

DEFEND, INDEMNIFY, AND HOLD HARMLESS WAVE AND ITS OFFICERS, EMPLOYEES AND SERVICE PARTNERS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE PHONE SERVICES, INCLUDING E911 SERVICES.

Other Terms Relating to Telephone Service

1. **Other Providers.** Unless otherwise expressly agreed to in writing, Wave will have no obligation or responsibility to arrange for termination or removal of telecommunications services provided by long distance providers. You will remain responsible for terminating and removing any such unwanted services and circuits provided by other long distance providers. You understand that you may designate only one primary interexchange carrier for any one telephone number for state-to-state (interLATA), intrastate and international usage.
2. **Long Distance Charges.** Any long distance rates listed in Wave's customer materials are the rates as of the date of your Service Order and do not reflect the actual rates applicable at any given time during the Term. All long distance charges are exclusive of applicable taxes, and Wave may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("**Governmental Charges**"), plus amounts to recover reasonable administrative costs associated with such Governmental Charges.
3. **CPNI.** Wave will have access to certain Customer Proprietary Network Information ("**CPNI**"). Under federal law, You have a right to, and Wave has a duty to protect, the confidentiality of your CPNI. CPNI may be useful to tailor services to you and to enhance Wave's ability to meet your needs. You expressly authorize Wave, its affiliates, or its sales representatives to use CPNI to determine if you could benefit from other services offered by Wave and its affiliates, and market them to you. You may withdraw your authorization at any time by informing Wave in writing. Any such withdrawal will not affect the quality of Services provided by Wave to you.

Force Majeure. You acknowledge that Wave's ability to provide its Services may be impeded by events or actions outside of Wave's reasonable control, including, without limitation, acts of God, floods, fires, hurricanes, earthquakes, acts of war, labor actions, failure of third party suppliers, changes in applicable laws and regulations, or any similar action or event ("**Force Majeure**"). You agree that In the event of a Force Majeure, Wave shall not be responsible for any failure to provide Service and Wave agrees that in such an event you will not be liable for payment of the fees otherwise due under these Terms and Conditions.

Termination of Services. You are entitled to terminate your Service account at any time upon thirty (30) days advance notice. Termination notice must be sent to Wave via email or US Post and will be effective on the third day following any such notice.. You understand and agree that Wave may terminate your Service account at any time with written notice delivered to you via email or US Post thirty (30) days prior to termination which notice will be effective on the third day following any such mailing. Cancellation by Wave will not affect your continuing responsibility for any and all fees relating to your account prior to the date of termination. Termination of Service by Wave due to your Abuse of Service is not subject to thirty (30) days advanced notice.

Indemnification and Liability Release. You and your agents, successors and/or assignees expressly agree to indemnify and release Wave, its affiliates, subcontractors, suppliers, agents, employees, successors and assignees from any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to the installation and/or use of Wave's Services and/or Equipment. Furthermore you and your agents, successors and/or assigns releases Wave from any liability resulting from use of content on the internet or any other network to which Wave connects but is not in control of.

Warranty Limitations. Wave warrants only that it shall, subject to these Terms and Conditions, provide you with the Service contracted for. YOU AGREE THAT THE SERVICE AND EQUIPMENT ARE BEING PROVIDED "AS AVAILABLE" AND "AS IS," WITH ALL FAULTS ACCEPTED. WAVE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WAVE MAKES NO WARRANTIES WITH RESPECT TO (i) THE EQUIPMENT, OR (ii) THE SERVICES PROVIDED BY ANY THIRD PARTY. WAVE SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE OR PROFITS ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, EVEN IF THE WAVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE WAVE'S AGGREGATE LIABILITY ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE TO WAVE IN ANY SINGLE MONTH UNDER THIS AGREEMENT.

Entire Agreement. These Terms and Conditions shall constitute the entire understanding of the parties related to the subject matter hereof.

Arbitration. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Washington and the United States of America, without regard to their principles of conflicts of law. You agree that any legal action or proceeding relating to your use of our website shall be settled totally and finally by arbitration in King County, Washington or such other location as the Company prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. If you file a claim or counterclaim against Wave, you shall do so on an individual basis and not with any other person or party or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

No Waiver. The failure of either party at any time to enforce any right or remedy available to it under the Order Form, this Agreement, or the SLA with respect to any breach or failure by either party shall not be construed to be a waiver as such right or remedy with respect to any other breach or failure by either party.

Attorney's Fees and Cost of Collection. In any dispute whether or not suit is filed including but limited to costs incurred prior to any action, during said action and appeal and collection of any judgment of said action arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

IP Address Allocation. All Public IP address allocations are made based on established standards as defined by ARIN, the American Registry for Internet Numbers. Wave makes allocations based on these reasonable standards and reserves the right to request justification for static Public IP address assignments. Such justifications may require a host-count and/or a plan network map to be provided to Wave prior to the allocation of IP address resources.