

AGREEMENT FOR RESIDENTIAL FIBER OPTICS SERVICES

Acceptance of this Agreement

The Knoxville Utilities Board ("KUB") residential fiber optics television, Internet, and telephone services ("Services") and any equipment that is owned and provided by KUB ("KUB Equipment") in connection with the Services will be provided to the customer of record as shown on the KUB bill (collectively "Customer", "you" or "your"). If the Customer does not receive a KUB bill for the Services, the Customer shall be the person who uses and/or otherwise accepts the Services or KUB Equipment. The Customer shall be solely responsible for complying with all the terms and conditions of this Agreement. The address as shown on the KUB bill shall be the address of record or if the Customer does not receive a bill for the Services it shall be the location where KUB provides the Services and KUB Equipment to Customer ("Premises"). The purchase, sale, and use of the Services and KUB Equipment shall be according to the terms and conditions contained in this Agreement (the "Agreement"). If you use or otherwise accept any Services or KUB Equipment, you are accepting this Agreement and you agree to be bound by its terms. The Customer may not modify this Agreement by making any typed, handwritten, or any other changes for any purpose.

Acceptable use of Services

The Services and KUB Equipment provided to Customer shall only be used by the Customer for your personal, residential, noncommercial use. Customer shall not: (i) make the Services and/or KUB Equipment available, nor permit the Services and/or KUB Equipment to be made available, or to provide television, Internet, telephone or similar services to one or more third parties; (ii) use Pay-Per-View for commercial gain or public viewing without KUB's prior express authorization; (iii) resell or transfer the Services or KUB Equipment to any other person for any purpose, or charge others to use the Services or KUB Equipment; (iv) use the Services in any manner that is contradictory to KUB's Acceptable Use Policy; (v) tamper with, disrupt, or "hack" any Service or KUB Equipment; (vi) make use of the Services or KUB Equipment in any way that is inconsistent with their intended purpose. A Customer's use of the Services is subject to KUB's Acceptable Use Policy and Privacy Notice and you agree to be bound by these policies. Copies of this Agreement, the Acceptable Use Policy and the Privacy Notice are available at www.kub.org. A Customer who violates any terms contained in this Agreement or in any applicable policy are subject to have their Services suspended or terminated. It is your responsibility to read and understand this Agreement and all applicable policies prior to accepting any Services and KUB Equipment. It is your sole responsibility for ensuring that other users of the Services and KUB Equipment understand and comply with this Agreement and all applicable policies.

Unauthorized Use of the Services or Tampering

Customer agrees not to use or assist any other person to use any unauthorized equipment or device to access or tamper with KUB's fiber optic network, the Services, or KUB Equipment for any purpose including, but not limited to, the unauthorized use and reception of the Services. KUB may terminate the Services and seek damages from Customer if you perform any action described

above. The unauthorized use, access or tampering of the KUB fiber optic network. Services, or KUB Equipment may result in criminal prosecution.

Installation and Access

Customer agrees that KUB, its employees, contractors, and agents may enter the Premises where the Services are provided and/or KUB Equipment is installed at reasonable times for the purposes of installing, adjusting, repairing, replacing, maintaining, upgrading, moving, auditing, or removing any KUB Equipment, as necessary. Customer represents that you either own the Premises or have the proper rights and permissions from the Premises owner to grant KUB access to perform the activities specified above. Customer also agrees to allow access for the purpose of checking the operation and performance of the Services and KUB Equipment. Customer may always ask for proper identification anytime an KUB employee, contractor, or agent requests entry to the Premises. If proper identification is not provided, please do not allow access to the Premises.

KUB Owned Equipment

All KUB Equipment that is issued and not sold to Customer by KUB which includes, but is not limited to, devices, software, and hardware, shall remain the property of KUB at all times and will not be deemed a fixture or in any way a part of the Premises. Customer expressly agrees that you will use the KUB Equipment exclusively for the Services. Customer agrees to be responsible for any loss, theft, or damage to the KUB Equipment. KUB may replace or remove any KUB Equipment, at KUB's discretion, at any time the Services are active or following the termination of the Services. Customer understands that if you make any addition to, removal of, or change to the KUB Equipment this may interrupt the Services. Customer may not sell, lease, abandon, or give away any KUB Equipment. The Services and KUB Equipment may only be used at the Premises unless expressly authorized by KUB. At Customer's request, KUB may relocate the KUB Equipment for a charge. Customer understands and acknowledges that if you attempt to install or use the Services or KUB Equipment at a location other than the Premises or as otherwise expressly authorized by KUB, the Services and KUB Equipment may fail to function or may function improperly.

Customer Owned Equipment

KUB is not responsible for the maintenance, operation, service, repair, or replacement of any equipment owned by Customer that is connected to or used in conjunction with the Services and KUB Equipment including, without limitation, televisions, computers, tablets, telephones, routers, or any other equipment you own. Customer agrees to allow KUB and its contractors to send software and application updates to your equipment and to configure your equipment when necessary to provide the Services, even if doing so changes, adds, or removes features or functionality or impacts the performance of such equipment. KUB makes no representation or warranty that any software or application installed or downloaded on Customer equipment does not contain a virus or other harmful software. It is Customer's sole responsibility to take appropriate precautions to protect your equipment from damage to its software, files, and data as a result of any such virus or other harmful software. Upon Customer's request, KUB may install or run virus check software on your equipment. KUB makes no representation or warranty that the virus check software will detect or correct any or all viruses. Customer acknowledges that you

may incur additional charges for any service call related to a virus or other harmful feature detected on your equipment. Absent gross negligence or willful misconduct, KUB will not be responsible for any damage to Customer equipment arising from such activities. If Customer is not the owner of the equipment, you are responsible for obtaining any necessary approval from the owner to allow KUB to access this equipment and to perform the activities listed above.

Wiring

All inside wiring located in the Premises is owned by the Customer and is the Customer's responsibility regardless if KUB installed the inside wiring. Ownership of the inside wiring begins twelve (12) inches from where the wiring enters the outside of the Premises. KUB has no responsibility for the operation, maintenance, repair, replacement, or support of any inside wiring. At Customer's request, KUB may install or repair Customer's inside wiring and will charge you for this service.

Credit Policy and Deposit

By making a request for Services, you agree that KUB may review your previous billing history with KUB and you authorize KUB to make credit inquiries and access your credit history from third parties. You further authorize KUB to disclose this credit information to appropriate third parties for reasonable business purposes according to applicable law. KUB may require you to pay a deposit acceptable to KUB for the Services and/or the KUB Equipment prior to activation of the Services or providing you with the KUB Equipment. The deposit will be refunded to you upon the termination of all your Services and after all KUB Equipment is returned to KUB.

Billing and Payments

KUB will bill all charges associated with the Services and KUB Equipment monthly in advance (except for usage based charges, which will be billed monthly in arrears) plus applicable federal, state, and local taxes, and all other regulatory and governmental fees including, but not limited to, public, educational, and governmental access, universal service, and 911/E911 fees. Service charges and KUB Equipment charges will be billed at KUB's then-current fee schedule. You may find KUB's current fee schedule online at www.kub.org or by calling KUB's Customer Service Center at [865-524-2911]. Some regulatory and government-imposed fees and taxes may be imposed or become applicable retroactively and Customer will be responsible for paying any such fees and taxes. If you are exempt from payment of taxes, you must provide KUB with an original certificate that satisfies all applicable legal requirements for tax exempt status. A tax exemption will only apply from and after the date KUB receives it. You agree to pay all charges as shown on your bill within seventeen (17) days from the date of the bill. Your failure to pay the total bill balance when due may result in a late fee equal to the greater amount of \$5.00 or 1.5% per month of the amount that is past due. The late fee charged is liquidated damages for the reasonable estimate of KUB's costs resulting from late payments or nonpayment of bills. KUB may, in its sole discretion and according to applicable law, suspend or terminate your Services and remove KUB Equipment from your Premises if you fail to pay the total bill balance by the 28th day of your billing cycle. If your Services are suspended or terminated for failing to pay the total bill balance when due, KUB may require you to pay a reconnection fee. This reconnection fee is in addition to all past due charges and any other fees. If you pay by credit card but KUB does not receive payment

from your credit card issuer or its agents, you agree to pay this amount upon KUB demand. KUB may charge a reasonable fee allowed by law for all returned checks and credit and debit card chargebacks and the unpaid amount plus the fee must be paid by cash, valid credit/debit card, or cashier's check. If your payment is returned as unpaid more than once, KUB may require you to make all future payments by cash, valid credit/debit card, or cashier's check. If KUB retains an agency or attorney to collect any amount owed by you, you will be obligated to pay all of KUB's costs of collection, including court costs and attorneys' fees. If you dispute any charge on your bill or if you are eligible to receive a bill credit, you must contact the KUB Customer Service Center at [865-524-2911] within one hundred twenty (120) days after the date on your KUB bill or you waive such dispute or credit. By using the Services, you are solely responsible for all charges payable to third parties that you may incur such as, but not limited to, calling phone numbers that charge for services, purchasing or subscribing to offers through the Internet, or for television content that is available but separate and apart from the Services charged by KUB.

Third Party Licenses

The Services and KUB Equipment may require the use of third party licenses and may be subject to end-user license agreements. All such licenses and agreements are incorporated herein by reference. You are granted a revocable, nonexclusive license to use the third party licenses strictly in accordance with this Agreement. You agree to comply with all end-user license agreements that accompany the Services and KUB Equipment or are otherwise applicable to your use of the Services. Upon termination of your Services, all third party licenses and end-user license agreements shall terminate, you agree to return all KUB Equipment to KUB, and you agree to return or destroy all versions and copies of any software received related to third party licenses and end-user license agreements. You agree not to use or assist any other person to use any unauthorized equipment or device to access or tamper with KUB's fiber optic network, the Services, or KUB Equipment for any purpose, including, but not limited to, the unauthorized use and reception of the Services. KUB may terminate your Services and seek damages from you if you perform any action described above.

Customer Service, Termination, or Changes

You may call the KUB Customer Service Center at [865-524-2911] or access the Advanced Customer Portal at any time for customer service inquiries or to terminate or make changes to your Services. Prior to making any changes to your Services, KUB may verify your and confirm your elections. Upon termination, you will be charged for all Services up to the termination date KUB will refund all prepaid monthly charges for the Services after the date of termination. You agree that immediately upon termination you will stop using the Services and return all KUB Equipment to KUB. You agree that when contacting the KUB Customer Service Center, KUB may monitor and record any telephone calls or other voice, data, or communications that are transmitted between KUB and its agents and you, your agents, or any user of your Services and KUB Equipment.

Changes to Service Terms and Conditions

Subject to applicable law, KUB has the right to change this Agreement and any applicable policies at any time. KUB also has the right to change Services, KUB Equipment, rates and charges at any time with or without notice to you. KUB may also change, add, or remove features or offerings

contained in the Services including, but not limited to, changes in programming, functionality, equipment requirements, and any terms and conditions related to the Services. KUB may provide you notice of the changes by posting these notices on KUB's website at www.kub.org. Notice may also be provided by mail to your billing address, by email to your email address associated with your account, or by including notice in your bill for the Services. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement.

E911 Notice

KUB must have Customer's correct Premises address in order for 911 telephone calls to be properly directed. If Customer moves a telephone or uses KUB phone service from a different location other than the Premises, a 911 call may not be properly directed. Customer agrees to call the KUB Customer Service Center at [865-524-2911] to notify KUB of an address change prior to changing the location of where the KUB phone services are being used. It may take up to five (5) business days for the Premises address to be updated in the 911 system. KUB's phone service requires the electric power from your Premises. In the event of a power outage, 911 calling may be interrupted if battery back-up is not installed, fails, or is exhausted. Further, telephone calls may not be completed in the event of problems with network facilities or other technical problems. KUB may provide a twenty-four (24) hour battery backup in order to maintain the ability to make 911 calls during a power outage. Please call the KUB Customer Service Center at [865-524-2911] or access the Advanced Customer Portal to see if a twenty-four (24) hour battery backup is available for your Premises.

Intellectual Property

All intellectual property associated with the Services and KUB Equipment including, but not limited to, all content, firmware, software, trademarks, trade names, and service marks are owned by KUB, its suppliers, or their licensors and nothing in this Agreement or the use of the Services or KUB Equipment shall grant Customer any right, title, license or any other interest in the intellectual property. Upon termination of the Services, Customer agrees to return to KUB or destroy all intellectual property in the possession of the Customer.

Video Programming

Customer acknowledges that KUB has the right at any time to insert specific advertised video programming and to substitute other video programming without notice.

Parental Control

Parental control features are available for your use with the Services. Parents and legal guardians of minors can use this feature to block or filter video content that may not be appropriate for minors.

No Warranties

KUB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, USAGE OF TRADE,

COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES OR THE KUB EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS. THE SERVICES AND THE KUB EQUIPMENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE SERVICES ARE NOT FAIL-SAFE AND MAY BE DISRUPTED. THE SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS IN WHICH AN ERROR OR INTERRUPTION COULD LEAD TO INJURY TO BUSINESS, PERSONS, PROPERTY, OR THE ENVIRONMENT. WITHOUT LIMITING THE FOREGOING, KUB DOES NOT WARRANT THAT THE SERVICES AND KUB EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY AND PERFORMANCE, OR LOSS OF CONTENT, DATA OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES OR KUB EQUIPMENT, IF ANY, BY KUB OR BY KUB'S AUTHORIZED REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

Limitation of Liability

IN NO EVENT SHALL KUB, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS, AND SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR TO ANY USER OF THE SERVICES AND EQUIPMENT FOR LOSS OF PROFITS OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICES AND EQUIPMENT PROVIDED BY KUB UNDER THIS AGREEMENT, OR THE DELIVERY OR FAILURE TO DELIVER THE SERVICES AND EQUIPMENT EVEN IF KUB HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, KUB SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM (i) OTHERS ACCESSING THE SERVICES OR ANY EQUIPMENT RELATED TO THE SERVICES; (ii) SECURITY BREACHES, VIRUSES, EAVESDROPPING, OR INTERCEPTION OR INTERRUPTION OF THE SERVICES; (iii) ANY MISTAKES, OMISSIONS, FAILURES, MALFUNCTIONS, THEFT, DELETION, CORRUPTION OF FILES, ERRORS, DEFECTS, OR FAILURES OF PERFORMANCE RELATED TO THE SERVICES AND EQUIPMENT; AND (iv) ANY USE OF THE SERVICES OR EQUIPMENT THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, CONTRACTUAL RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ONE OR MORE THIRD PARTIES. IT IS EXPRESSLY AGREED THAT KUB SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO CUSTOMER OR ANY OTHER PERSON CLAIMED TO HAVE RESULTED FROM THE USE OF THE SERVICES AND/OR KUB EQUIPMENT. IN THE EVENT THAT KUB IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT, OR ITS OBLIGATIONS UNDER THIS AGREEMENT FROM A COURT WITH JURISDICTION, KUB'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO KUB FOR THE SERVICES FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

Indemnity

CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS KUB FROM ALL LIABILITIES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT ARISE FROM (i) CUSTOMER'S USE OR MISUSE AND FROM ALL OTHER PERSONS WHO MAY USE OR MISUSE THE SERVICES AND EQUIPMENT; (ii) ANY VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY OF ANY THIRD PARTY FROM CUSTOMER'S USE OF THE SERVICES OR USE OF ANY EQUIPMENT IN CONJUNCTION WITH THE SERVICES; (iii) FROM USE OR FAILURE OF THE 911/E911 FUNCTIONALITY OR ANY OTHER DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, MEDICAL MONITORING OR OTHER SIMILAR SYSTEM; (iv) AND FROM CUSTOMER'S BREACH OF ANY PROVISION OF THIS AGREEMENT OR APPLICABLE POLICY. WHERE CUSTOMER IS OBLIGATED TO INDEMNIFY OR HOLD KUB HARMLESS ANYWHERE IN THIS AGREEMENT, THOSE OBLIGATIONS RUN NOT ONLY TO KUB, BUT ALSO TO ITS OFFICERS, EMPLOYEES, DIRECTORS, REPRESENTATIVES, CONTRACTORS, AGENTS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS, AND SERVICE PROVIDERS.

Miscellaneous

This Agreement and any other documents incorporated by reference constitutes the final, complete, and entire written agreement between KUB and Customer and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral. If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be replaced with a valid provision in accordance with applicable law and shall have substantially the same commercial effect as the unenforceable provision to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. If KUB fails to insist upon or enforce strict performance of any provision of this Agreement, it shall not thereby waive any provision or right. Any waiver by KUB with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of this Agreement shall only be valid if provided in writing. Neither the course of conduct between the parties nor trade practice shall modify this Agreement. This Agreement may not be assigned without the express written consent of KUB. KUB and Customer hereby certify that they are independent parties and nothing herein shall be construed to create a partnership, joint venture, agency, or any other type of fiduciary or service relationship between KUB and Customer, and neither party shall have the authority to bind the other party in any respect.

Force Majeure

Without affecting any other limitation on liability or disclaimer contained herein, KUB shall in no case be liable for any harm caused to Customer or to others or to your successors and assigns if the event or circumstance causing such harm is beyond KUB's reasonable control, including, but not limited to, acts of God, fire, earthquake, flood, the elements, or other catastrophes; strikes, lock-outs, work stoppages or other labor difficulties; utility curtailments, power failures,

explosions, insurrections, riots, wars or civil disturbances; any law, order, regulation, or requests of any government or of any civil or military authority; national emergencies; shortages or failure of equipment or supplies; unavailability of transportation; acts or omissions of third parties; or any other cause beyond KUB's reasonable control.

Governing Law

This Agreement and the relationship between Customer and KUB shall be governed by the laws of the State of Tennessee without regard to conflict of laws principles, and Customer agrees to the personal jurisdiction of the courts of Knox County, Tennessee and that these courts shall be the exclusive venue for resolution of any dispute that may arise out of the Services or this Agreement.

Survival

Certain obligations under this Agreement, by their terms, shall continue beyond termination of the Services including, but not limited to, provisions dealing with payment for the Services and KUB Equipment, access to the Premises, disclaimers of warranties, limitations of liability, and indemnity. The suspension, termination, expiration, or cancellation of the Services under this Agreement shall in no way affect the survival of such obligations.

Additional Representations and Warranties

In addition to representations and warranties Customer makes elsewhere in this Agreement, Customer also represents and warrants that: (i) you are at least 18 years of age; (ii) you have provided KUB with information that is accurate, complete, and current, including, without limitation, your legal name, address, telephone number(s), email address(es), the number of devices on which or through the Services are being used, and payment information; (iii) you agree to immediately notify KUB if there is any change in the information that you have provided to KUB; (iv) you own or have a legal right to occupy the Premises; and (v) that the Services and KUB Equipment shall not be used for any illegal purpose or in any way that may violate the law.