



TERMS AND CONDITION FOR A NON-SERVICE COMMUNITY

ELAUWIT NETWORKS TERMS OF SERVICE

These Terms of Service constitute the agreement ("Agreement") between ELAUWIT NETWORKS. ("we," "us" or "ELAUWIT NETWORKS") and the user ("you," "user" or "Customer") of ELAUWIT NETWORKS's Enhanced Residential communications services or Home Business communications services and any related products or services ("Service"). This Agreement governs both the Service and any devices, such as including but not limited to a Network Interface Device, set top television boxes, digital recording devices, an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection device, ("Device" or "Equipment") used in conjunction with the Service. By activating the Service, you acknowledge that you have read and understood, and you agree, to the terms and conditions of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms.

1. SERVICE

1.1 Term

Enhanced Service is offered on a monthly basis for a term which begins on the date that ELAUWIT NETWORKS activates your Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give ELAUWIT NETWORKS written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. Service is governed by this agreement.

1.1.1 Collections

ELAUWIT NETWORKS reserves the right to suspend or totally disconnect services with or without notice for non-payment of fees associated with the provision of services. Interruption of services caused by non-payment of fees will not relieve the customer's obligation to pay such fees during the period of interruption. There will be a charge for reconnection of services at ELAUWIT NETWORKS's prevailing rates and any ELAUWIT NETWORKS equipment not returned to ELAUWIT NETWORKS will be charged to the customer at ELAUWIT NETWORKS's prevailing rates. Please contact

ELAUWIT NETWORKS customer service for further clarification of your responsibility regarding payment of services.

1.2 Lawful Use of Service and Device

1.2.1 Residential Use of Service and Device

You have subscribed to ELAUWIT NETWORKS's Residential service, the Service and Devices are provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial or governmental activities, profit-making or non-profit, including but not limited to home office, business, sales, tele-commuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service or the Device to any other person for any purpose, or make any charge for the use of the Service, without express written permission from ELAUWIT NETWORKS in advance. You agree that your use of the Service and/or Devices, or the use of the Service and/or Device provided to you by any other person for any Enhanced Services or commercial or governmental purpose will obligate you to pay ELAUWIT NETWORKS's higher rates for such Enhanced Services or commercial service on account of all periods, including past periods, in which you use, or used, the Service for commercial or governmental purposes. ELAUWIT NETWORKS reserves the right to immediately terminate or modify the Service, if ELAUWIT NETWORKS determines, in its sole discretion, that Basic Customer's Service is being used for Enhanced Services or commercial use without paying the appropriate fees.

1.2.2 Home Business Use of Service and Device - Prohibition on Resale

If you have subscribed to ELAUWIT NETWORKS's Home Business services, the Service and Device are provided to you as a home business user. This means that you are not to resell or transfer the service or device to any other person for any purpose, without express written permission from ELAUWIT NETWORKS in advance. You agree that the ELAUWIT NETWORKS Home Business Plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. ELAUWIT NETWORKS reserves the right to immediately terminate or modify the Service or the monthly fees, if ELAUWIT NETWORKS determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities.

1.3.1 Prohibited Uses

You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in ELAUWIT NETWORKS's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or

international law. ELAUWIT NETWORKS reserves the right to terminate your service immediately and without advance notice if ELAUWIT NETWORKS, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable and may at ELAUWIT NETWORKS's discretion be immediately charged to your bank account or credit card. You are liable for any and all use of the Service and/or Device by yourself and by any person making use of the Service or Device provided to you and agrees to indemnify and hold harmless ELAUWIT NETWORKS against any and all liability for any such use. If ELAUWIT NETWORKS, in its sole discretion believes that you have violated the above restrictions, ELAUWIT NETWORKS may forward the objectionable material, as well as your communications with ELAUWIT NETWORKS and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

1.4 Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by ELAUWIT NETWORKS

You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911 calling feature. Should ELAUWIT NETWORKS suspend or terminate your Service, the Service will not function until such time as ELAUWIT NETWORKS restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

1.5 Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on ELAUWIT NETWORKS's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of ELAUWIT NETWORKS are and shall remain the exclusive property of ELAUWIT NETWORKS and nothing in this Agreement shall grant you the right or license to use any of such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that ELAUWIT NETWORKS will not provide any passwords, codes or other information or

assistance that would enable you to use the Device for any other purpose. If you decide to use the Service through an interface device not provided by ELAUWIT NETWORKS, which ELAUWIT NETWORKS reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless ELAUWIT NETWORKS against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.6 Tampering with the Device or Service

You agree not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from ELAUWIT NETWORKS in each instance which ELAUWIT NETWORKS may deny in its sole discretion. ELAUWIT NETWORKS reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

1.7 Theft of Service

You agree to notify ELAUWIT NETWORKS immediately, in writing or by calling the ELAUWIT NETWORKS customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as ELAUWIT NETWORKS receives notice of the theft or fraudulent use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service.

1.8 Return of Device

The Device may be returned to ELAUWIT NETWORKS within fourteen (14) days of the termination of Service to receive a credit for the **\$99.99** disconnect fee (refer to section 4.6 of this document regarding termination fees), provided: (i) you have retained, and return along with the Device, proof of purchase and original packaging; (ii) contents are undamaged and in original condition, reasonable wear and tear excluded; (iii) all parts, accessories, documentation and packaging materials are returned; and (iv) equipment is returned with a valid return authorization number obtained from ELAUWIT NETWORKS's customer care department. You are responsible for the cost and risk of return shipping of equipment. To obtain a return authorization number, you must contact the Technology Concierge.

1.9 Number Transfer on Service Termination

Upon termination of the Service, ELAUWIT NETWORKS may, at its sole discretion, release a telephone number that was ported in from a previous service provider to ELAUWIT NETWORKS by you and used in connection with your Service provisioned by ELAUWIT NETWORKS to your new service provider, if such new service provider is able to accept such number, and provided that (i) your account has been terminated; (ii) your ELAUWIT NETWORKS account is completely current including payment for all charges and disconnect fees; and (iii) you request the transfer upon terminating your account.

1.10 Service Distinctions

You acknowledge and understand that the Service is a Voice Over IP service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by ELAUWIT NETWORKS. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or local telecommunications regulatory agencies.

1.11 Risk of Loss

You shall bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is installed and left in your possession until the time (if any) when it is returned by you pursuant to Section 1.8 and has been received by ELAUWIT NETWORKS.

1.12 No 0+ Calling; May Not Support x11 Calling

ELAUWIT NETWORKS's Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). ELAUWIT NETWORKS's Service may not support 311, 511 and/or other x11 (other than E911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

2. EMERGENCY SERVICES- 911 DIALING

2.1 Non-Availability of Traditional 911 or E911 Dialing Service

You acknowledge and understand that the Service does NOT support traditional 911 or E911 access to emergency services. ELAUWIT NETWORKS does offer a limited 911-type service available only on ELAUWIT NETWORKS Devices as described herein, but you acknowledge and understand that 911-type dialing is NOT automatic, that you must separately take affirmative steps, as described in this Agreement and on ELAUWIT NETWORKS's website, to activate such 911-type dialing capabilities and that such 911-type dialing is different in a number of important ways (some, but not necessarily all, of which are described in this Agreement) from traditional 911 service. You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the non-availability of traditional 911 or E911 dialing from your ELAUWIT NETWORKS Service and Device(s). If you activate ELAUWIT NETWORKS's 911-type dialing service, you agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service as to the important differences and limitations of ELAUWIT NETWORKS 911 dialing service as compared with traditional 911 or E911 dialing that are set forth in this Agreement.

2.2 Description of 911-Type Dialing Capabilities - Activation Required

ELAUWIT NETWORKS does offer a 911-type dialing service in the U.S. that is different in a number of important ways from traditional 911 services. You acknowledge and understand that 911-type dialing is NOT automatic. You must successfully activate the 911 dialing feature by following the instructions from the "Dial 911" link on your dashboard. You acknowledge and understand that you cannot dial 911 from this line unless and until you have received a confirming email. Once you have received a confirming email that 911 dialing has been successfully activated, you may dial 911 as needed. When you dial 911, your call is routed from the ELAUWIT NETWORKS network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that you listed at the time of activation. You acknowledge and understand that when you dial 911 from your ELAUWIT NETWORKS equipment it is intended that you will be routed to the general telephone number for the PSAP or local emergency service provider (which may not be answered outside business hours), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. ELAUWIT NETWORKS relies on third parties for the forwarding of information underlying such routing, and accordingly ELAUWIT NETWORKS and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Neither ELAUWIT NETWORKS nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of ELAUWIT NETWORKS. You agree to indemnify and hold harmless ELAUWIT NETWORKS and its third party provider from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct activation procedures for 911 calling or your provision to ELAUWIT NETWORKS of incorrect information in connection therewith.

2.3 Service Outage

2.3.1 Power Failure or Disruption

You acknowledge and understand that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

2.3.2 Broadband Service / ISP Outage or Termination / Suspension or Termination by ELAUWIT NETWORKS

You acknowledge and understand that service outages or suspension or termination of service by ELAUWIT NETWORKS will prevent ALL Service including 911 dialing.

2.3.3 Service Outage Due to Suspension of Your Account

You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911 dialing.

2.3.4 Other Service Outages

You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

2.3.5 Limitation of Liability and Indemnification

You acknowledge and understand that ELAUWIT NETWORKS's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless ELAUWIT NETWORKS, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

2.4 911 Dialing Requires Activation

You acknowledge and understand that 911 dialing does not function unless you have successfully activated the 911dialing feature by following the instructions from the "Dial 911" link on your dashboard, and until such later date that such activation has been confirmed to you through a confirming email. You acknowledge and understand that you cannot dial 911 from this line unless and until you have received a confirming email.

2.5 Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of your ELAUWIT NETWORKS equipment will result in any 911 communication you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

2.6 Requires Re-Activation if You Change Your Number or Add or Port New Numbers

You acknowledge and understand that 911 dialing does not function if you change your phone number or (for such newly added or ported numbers) if you add or port new numbers to your account, unless and until you have successfully activated the 911 dialing feature for your changed, newly added or newly ported number and until such later date, that such activation has been confirmed to you through a confirming email.

Although you may have activated 911 dialing with your former ELAUWIT NETWORKS phone number, you must separately activate 911 dialing for any changed or newly added or ported number.

2.7 Requires Re-Activation if You Move or Change Location

You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your ELAUWIT NETWORKS Device to a different street address, unless and until you have successfully activated the 911 dialing feature and until such later date that such activation has been confirmed to you through a confirming email. 911 dialing must be re-activated although you may have activated 911 dialing using your former address, and you must separately activate 911 dialing for any new physical address. Failure to provide the current and correct physical address and location of your ELAUWIT NETWORKS equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider.

2.8 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911

Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for ELAUWIT NETWORKS Service at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your ELAUWIT NETWORKS equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your ELAUWIT NETWORKS equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. You acknowledge and accept that ELAUWIT NETWORKS relies on third parties for the forwarding of information underlying such routing, and accordingly ELAUWIT NETWORKS and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. ELAUWIT NETWORKS or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of ELAUWIT NETWORKS.

2.9 Automated Number Identification

At this time in the technical development of ELAUWIT NETWORKS 911 dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911. ELAUWIT NETWORKS's system is configured in most instances to send the automated number identification information; however, one or more telephone companies, not ELAUWIT NETWORKS, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

2.10 Automated Location Identification

At this time in the technical development of ELAUWIT NETWORKS 911 Dialing, it is not possible to transmit identification of the address that you have listed to the Public Safety Answering Point (PSAP) and local emergency personnel for your area when you dial 911. You acknowledge and understand that you will need to state the nature of your emergency promptly and clearly, including your location, as PSAP and emergency personnel will NOT have this information. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

2.11 Alternative 911 Arrangements

You acknowledge that ELAUWIT NETWORKS does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services.

3. CHANGES TO THIS AGREEMENT

ELAUWIT NETWORKS may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on to the "Service Announcements" section of your ELAUWIT NETWORKS community website. Such changes will become binding on Customer, on the date posted to the ELAUWIT NETWORKS website and no further notice by ELAUWIT NETWORKS is required. This Agreement as posted supersedes all previously agreed to electronic and written terms of service, including without limitation any terms included with the packaging of the Device and also supersedes any written terms provided on any other written material.

4. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

4.1 Billing

You must give us a valid credit card number (Visa, MasterCard, Discover, American Express or any other issuer then-accepted by ELAUWIT NETWORKS) or a bank

account to be drafted when the Service is activated. ELAUWIT NETWORKS reserves the right to stop accepting credit cards from one or more issuers. If the card expires, you close your credit card or bank account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise ELAUWIT NETWORKS at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which ELAUWIT NETWORKS decides to bill in arrears) to your credit card or bank account, including but not limited to: activation fees, monthly Service fees, international usage charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. Any domestic or Canada telephone usage charges will be billed in increments that are rounded up to the nearest minute. Any international long distance will be billed as set forth by ELAUWIT NETWORKS's providers for such services.

4.2 Billing Disputes

You must notify ELAUWIT NETWORKS in writing within 20 days after receiving your billing statement if you dispute any ELAUWIT NETWORKS charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address:

**Customer Care Billing Department
ELAUWIT NETWORKS**

P.O. Box 991
Columbia, SC 29202
(803) 611-9837 fax (803) 978-6166

4.3 Payment

Your initial use of the Service authorizes ELAUWIT NETWORKS to charge the credit card or bank account number on file with ELAUWIT NETWORKS, including any changed information given ELAUWIT NETWORKS if the card expires or is replaced, or if you substitute a different card or bank, for ELAUWIT NETWORKS charges. This authorization will remain valid until 30 days after ELAUWIT NETWORKS receives your written notice terminating ELAUWIT NETWORKS's authority to charge your credit card or bank account, whereupon ELAUWIT NETWORKS will charge you the disconnect fee and any other outstanding charges and terminate the Service. ELAUWIT NETWORKS may terminate your Service at any time in its sole discretion, if any charge to your credit card or bank account on file with ELAUWIT NETWORKS is declined or reversed, your credit card expires and you have not provided ELAUWIT NETWORKS with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you FULLY LIABLE to ELAUWIT NETWORKS for ALL CHARGES ACCRUED BEFORE TERMINATION and for all costs incurred by ELAUWIT NETWORKS in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

4.4 Termination/Discontinuance of Service

ELAUWIT NETWORKS reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If ELAUWIT NETWORKS discontinues providing the Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of ELAUWIT NETWORKS or of a third party provider to which ELAUWIT NETWORKS is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus the disconnect fee set forth in Section 4.6, all of which immediately become due and payable.

4.5 Taxes

You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card or bank account as set forth in this Agreement. If you are exempt from payment of such taxes, you shall provide ELAUWIT NETWORKS with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date ELAUWIT NETWORKS receives such certificate.

4.6 Disconnect Fee

Customer will be charged a disconnect fee of **\$99.99** per set top box upon termination of Service for any reason or for convenience by Customer. The disconnect fee becomes due and payable immediately upon termination and will be billed directly to Customer's credit card or bank account. If Customer has multiple set top boxes, Customer will be charged a disconnect fee of **\$99.99** per set top box for each box disconnected. To receive a credit for the disconnect fee, Customer must return the Device(s) undamaged and in good condition within fourteen (14) days of termination as set forth in Section 1.8. ELAUWIT NETWORKS will not credit Customer if the Device(s) is damaged or not in its original condition as received by the Customer or if Customer has otherwise failed to comply fully with the requirements of Section 1.8. In the event Customer disconnects multiple set top boxes, ELAUWIT NETWORKS will issue Customer a credit for all disconnect fees upon receipt of all Devices in accordance with this Section and Section 1.8.

4.7 Charges for Directory Calls

ELAUWIT NETWORKS will allow two directory assistance calls to 411 per month on the primary phone line and then will charge **\$.80** for each additional call made to 411

directory assistance. Any 411 directory assistance calls made on phone lines other than the primary line will be charged \$.80 each. Any directory assistance calls made using a 555-1212 number will be billed as \$1.00 per call. Prices for these services and number of free calls are subject to change without notice.

5. WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

5.1 Limitation of Liability

ELAUWIT NETWORKS shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- 1.) Act or omission of an underlying carrier, service provider, vendor or other third party;
- 2.) Equipment, network or facility failure;
- 3.) Equipment, network or facility upgrade or modification;
- 4.) force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
- 5.) Equipment, network or facility shortage;
- 6.) Equipment or facility relocation;
- 7.) Service, equipment, network or facility failure caused by the loss of power to Customer;
- 8) Outage of Customer's ISP or broadband service provider;
- 9) Act or omission of Customer or any person using the Service or Device provided to Customer; or
- 10) Any other cause that is beyond ELAUWIT NETWORKS's control, including without limitation a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed or degradation of voice quality.

ELAUWIT NETWORKS's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to ELAUWIT NETWORKS's performance or nonperformance hereunder or (iii) any ELAUWIT NETWORKS act or omission in connection with the subject matter hereof shall in no event exceed premises Service charges with respect to the affected time period.

5.2 Disclaimer of Damages

IN NO EVENT SHALL ELAUWIT NETWORKS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN

APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT ELAUWIT NETWORKS WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

5.3 Indemnification

Customer agrees to defend, indemnify, and hold harmless ELAUWIT NETWORKS, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911 dialing or the Device. This paragraph shall survive termination of this Agreement.

5.4 No Warranties on Service

ELAUWIT NETWORKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, ELAUWIT NETWORKS DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER ELAUWIT NETWORKS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO ELAUWIT NETWORKS's OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF ELAUWIT NETWORKS's OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY ELAUWIT NETWORKS OR ELAUWIT NETWORKS'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

5.5 No Warranties, or Limited Warranties, for Devices

If Customer received the Device new from ELAUWIT NETWORKS and the Device included a limited warranty at the time of receipt, Customer must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be

limited to those expressly set forth in such documentation. If Customer's Device did not include a limited warranty from ELAUWIT NETWORKS at the time of receipt, Customer agrees that it accepts its Device "as is" and that Customer is not entitled to replacement or refund in the event of any defect. OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN DOCUMENTATION PROVIDED WITH THE DEVICE, ELAUWIT NETWORKS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE, DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS CUSTOMERS.

5.6 No Third Party Beneficiaries

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

5.7 Content

You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Services. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. ELAUWIT NETWORKS reserves the right to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if ELAUWIT NETWORKS determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with ELAUWIT NETWORKS's ability to provide Services to you or others or receives notice from anyone that your or Users' use or Content may violate any laws or regulations. ELAUWIT NETWORKS's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold ELAUWIT NETWORKS against any and all liability arising from the content transmitted by or to you or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you.

6. GOVERNING LAW / RESOLUTION OF DISPUTES

6.1 Mandatory Arbitration

Any dispute or claim between Customer and ELAUWIT NETWORKS arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (The arbitration shall take place in Charlotte, NC). The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in

excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

6.2 Governing Law

The Agreement and the relationship between you and ELAUWIT NETWORKS shall be governed by the laws of the State of North Carolina without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 6.1, you and ELAUWIT NETWORKS agree to submit to the personal and exclusive jurisdiction of the courts located within the state of North Carolina and waive any objection as to venue or inconvenient forum. The failure of ELAUWIT NETWORKS to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

6.3 Entire Agreement

This Agreement and the rates for Services found on ELAUWIT NETWORKS's website constitute the entire agreement between you and ELAUWIT NETWORKS and govern your use of the Service, superseding any prior agreements between you and ELAUWIT NETWORKS and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon ELAUWIT NETWORKS unless and until posted in accordance with Section 3 hereof.

6.4 Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

7. PRIVACY

ELAUWIT NETWORKS Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. ELAUWIT NETWORKS is not liable for any lack of privacy which may be experienced with regard to the Service.