

**BROADBAND SERVICES
ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

These Broadband Services Additional Terms and Conditions of Service (these “Broadband Terms of Service”) state important requirements regarding the use by Customer and any of its end users, invitees, licensees, customers, agents or contractors of Broadband Services offered by Granite and/or its affiliates through contracts with its Provider(s). These Broadband Terms of Service state certain of Customer’s and Granite’s duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE BROADBAND TERMS OF SERVICE, CUSTOMER MAY NOT USE BROADBAND SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH BROADBAND SERVICES IMMEDIATELY. These Broadband Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Broadband Services:

1. Services.

1.1 Description of Services. “Broadband Services” shall mean, and consist of, digital subscriber line (“DSL”), fiber service (“Fiber”) or cable service (“Cable”) which provide connectivity to the Internet between Customer premises and the Provider’s network. All Broadband Services, including, without limitation, speeds, rates and charges are subject to availability as determined by the underlying Provider.

1.2 Equipment. Broadband Services utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents), and of which is either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for Broadband Services provided by Granite and Customer is not authorized to use the CPE for any other purpose; (b) comply with all documentation and manufacturer’s instructions; and (c) take reasonable measures to protect and care for the CPE. Customer is responsible for all loss, damage or destruction to Granite provided CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein.

1.3 Provisioning. In the case of Broadband Services using DSL, the maximum number of phone line filters recommended on any line sharing order is three (3). Additional phone lines/filters may interfere with the quality of Broadband Services.

2. Early Termination Fees. If any specific Broadband Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) the greater of (i) \$199.00, or (ii) 100% of the monthly recurring charges for the remaining number of months (or portions thereof) under the then current Service Term of the specific Broadband Services (including the remaining portion of any amortized CPE charges), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite, and any and all credits, allowances, discounts and/or other incentives provide by Granite to Customer, plus (d) actual expenses incurred by Granite to activate or terminate Broadband Services.

3. Service Term. The initial minimum Service Term of all Broadband Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing, all Broadband Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with the Agreement.

Dated and effective as of September 9, 2016.