

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 service (“DSL”), fiber service (“Fiber”), satellite service (“Satellite”), and/or cable service (“Cable”) which provide connectivity to the Internet between Customer premises and the Provider’s network.

1.2 Equipment. Broadband Services utilize CPE or Provider Equipment which may be subject to a monthly recurring charge as provided in the Service Order Documents or communicated to Customer at the time of ordering.

(a) Broadband Services may utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents or communication to Customer at the time of ordering) and 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

(b) Broadband Service may utilize Provider Equipment which shall remain the property of Granite and/or its Provider(s), as applicable, and nothing contained herein, in any Service Order Documents or in any other document or writing accepted by Granite grants or conveys to Customer any right, title or interest in any Provider Equipment, nor shall anything herein constitute, create or vest in Customer any easement or any other property right. Notwithstanding that it may be or become attached or affixed to real property, Provider Equipment will at all times remain the property of Granite and/or its Providers, as applicable. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Provider Equipment without the prior written consent of Granite. Customer may not cause any liens to be placed on any Provider Equipment, and will cause any such liens to be removed within ten (10) days of Customer’s knowledge thereof. Customer shall be liable to Granite for any loss or damage to Provider Equipment caused by Customer or any of its end users, invitees, licensees, customers, agents or contractors. Within thirty (30) days of termination, Customer shall return Provider Equipment to a location designated by Granite in good condition but for reasonable wear and tear. Provider Equipment which is not returned within thirty (30) days of termination shall be subject to a non-recurring charge.

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. In the case of Broadband Services using Satellite; the services are only available at select locations in the United States subject to Provider availability and confirmation.

2. Rates and Charges.

2.1 Rates and Charges for Broadband Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Broadband Services and may vary depending on Broadband Service type, features, equipment and other costs required to deliver the Broadband Service to Customer, for example Static IP or Provider Equipment which may be subject to a monthly recurring charge.

2.2 Satellite Services Rates and Charges. Certain Satellite services are subject to a monthly usage allowance. In the event Customer exceeds such monthly usage allowance, the Customer may be subject to overages as specified in the applicable rate plan. Unused allowances will not roll over to subsequent billing periods. Usage will be billed based on the actual usage rounded up to the nearest whole billing increment. Usage includes but is not limited to: data sent and received via download and upload, email, overhead, and/or software update checks. An unlimited usage plan may be available in certain coverage areas and for subscription during certain time periods. Granite and/or Providers reserves the right, in their sole discretion, to (i) prioritize data or throttle connection during network congestion and/or (ii) limit the quality of video streams above high definition-type quality, and/or (iii) suspend service when excessive data usage adversely impacts network capacity.

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 thirty-six (36) months from the Service Start Date unless otherwise expressly agreed to by the Parties in writing. 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.

4. Early Termination Fees.

(a) 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: (i) the greater of (A) \$199.00 or (B) 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), plus (ii) 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 (iii) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite, plus (iv) actual expenses incurred by Granite to activate or terminate Broadband Services.

(b) AccessUnlimited. If Customer has enrolled in Granite's AccessUnlimited offering, then any specific Broadband Service is eligible for a change of the Broadband Service during the applicable Service Term, including one that requires Granite to change Providers or change the underlying technology of the Broadband Service, with all otherwise applicable Early Termination Fees waived. This AccessUnlimited waiver is limited only to service changes that would otherwise incur Early Termination Fees and does not prevent Granite from charging fees for other service orders, such as extending a circuit or moving its location. The original Service Term will continue to govern after the change, and Early Termination Fees will continue to apply if Customer does not complete the original Service Term.