



## PearlComm Fiber PEARLCOMM SERVICE AGREEMENT

Pearl River Valley Communications, LLC d/b/a PearlComm (“PearlComm”) will provide fiber optic services, including but not limited to high-speed internet, phone and/or other related service(s) (“Service(s)”) to the you and all persons who use the Service (“Customer,” “you,” or “your”) on the terms and conditions set forth in this Agreement (the “Agreement”) and any applicable tariffs, service guides, posted policies and procedures. For purposes of this Agreement, “Affiliate” means any entity that controls, is controlled by or is under common control with PearlComm.

UNLESS OTHERWISE PROHIBITED BY LAW, THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 12 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR JUSTICE COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY.

### 1. ACCEPTANCE OF THIS AGREEMENT

**By signing below, you agree that you have read, understand and accept this Agreement and agree to be bound by all of its terms and conditions, as may be amended from time to time.**

### 2. CHARGES AND BILLINGS

**a. Charges, Fees, and Taxes You Must Pay.** You agree to pay all charges associated with the Service(s), including, but not limited to, charges for installation, service calls, advance monthly service (unless otherwise prohibited by law), PearlComm Equipment (as defined below), purchases or rentals or other services, measured and per-call charges, applicable federal, state, and local taxes and fees (however designated), fees to recoup any municipal, state and federal government fees or assessments on us, permitted fees and cost recovery charges, or any programs in which we participate, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Service(s). You will be responsible for paying any governmental imposed fees and taxes, whether imposed on you or us, that become applicable retroactively. You warrant that no monies are owed to PearlComm from a previous account with PearlComm. If PearlComm learns of a prior account where money is owed, then PearlComm may apply any fund received by you to that prior account. We will provide you with notice of applicable pricing contemporaneous with your order and/or activation, including information regarding standard pricing applicable at the end of a promotion via our website at PearlCommFiber.net or other notice. We will provide you with notice of any change in our standard prices or fees or new prices or fees via our website, PearlCommFiber.net or other notice, unless the change in price or new fee is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Current pricing information and additional terms and conditions are available at PearlCommFiber.net.

**b. How We Will Bill You.** Service(s) are provided to you on a month-to-month basis. You will be billed monthly, in advance (unless otherwise prohibited by law), for recurring Service charges, equipment charges, and fees. UNLESS OTHERWISE PROHIBITED BY LAW, YOU MUST PAY THE FIRST MONTH’S SERVICE CHARGES, PEARLCOMM EQUIPMENT CHARGES, DEPOSITS, ACTIVATION FEES AND INSTALLATION CHARGES ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S). Paperless billing is included so you must provide us with a working email address. There is a recurring monthly fee of up to \$4.00 if you opt out of paperless billing. You may be billed for some Service(s) individually after they have been provided to you; these may include, but are not limited to, measured and per-call charges, e-commerce, Directory Assistance, Toll Free Service Charges, and International Calling. If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply. You should consult our rate card available on our website for standard/regular charges. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to outstanding charges in amounts and in the order we determine in our sole discretion. Auto pay through credit card or bank draft will be processed on the 1<sup>st</sup> of each month. If 1<sup>st</sup> falls on weekend or holiday, payment will be processed on following business day.

**c. Third-Party Charges That Are Your Responsibility.** You may incur charges with third-party service providers such as for accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes.

**d. Payment by Credit Card or Check.** If you use a credit card to pay for the Service(s), then use of the credit card is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you pay by check, you authorize us to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as “paid in full”), or other statements or releases on or accompanying checks or other payments accepted by us and any such notations shall have no legal effect.

**e. Our Remedies if You Pay Late or Fail to Pay.** You may be billed fees, charges, and assessments (collectively “Late Fees”) related to late or non-payments if for any reason we do not receive payment for full amounts billed to you by the due date. Any Late Fees due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of our costs resulting from late payments and non-payments. PearlComm does not extend credit to Customers and any Late Fees are not interest, a credit service charge, or a finance charge.

**1. Collection Costs:** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs as permitted by law. If you change your telephone number or other contact information without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us or our collection agent as a result of any attempt to collect any debt through the telephone number or contact information you provided, including any costs or liabilities associated with misdirected calls. If Customer's check is returned for insufficient funds, PearlComm may impose a fee up to \$35.00.

**2. Suspension/Disconnect:** If you fail to pay the full amount due for any or all charges then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive without a reduction in the fee or charges for the Service(s).

**f. Reconnection Fees and Related Charges.** If you resume Service(s) after any suspension as described, we may require you to pay additional installation or reactivation fees. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and applicable law.

**g. Our Right to Make Credit Inquiries.** YOU AUTHORIZE US TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. Any risk assessments conducted by either us or by third party credit bureaus will be done in conformance with all applicable laws. We reserve the right to make credit inquiries even after having received a deposit from you with respect to our Services(s).

**h. Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact us within 120 days of the date on the bill or you waive any such disputes or credits.

### 3. INITIAL DEPOSIT AND REFUNDS

We may require you to pay an initial deposit when you activate the Service(s). Subject to applicable law your deposit may be credited to your account (without interest unless otherwise required by law) once Service(s) are connected and will be reflected on your first month's billing statement. Subject to applicable law, if you decide after paying the initial deposit that you do not want Service(s), the initial deposit may not be refunded to you and could be used to defray the costs incurred in setting up your new customer account.

### 4. CHANGES TO SERVICE/NOTICE OF CHANGES

Subject to applicable law, we have the right to change our Service(s), PearlComm Equipment, rates and charges, at any time with or without notice to you. We also may rearrange, delete, add to, or otherwise change features or offerings contained in the Service(s), including, but not limited to, functionality, hours of availability, equipment requirements, speed, and upstream and downstream rate limitations. We may deliver any notice concerning changes to the Service(s) and our relationship with you, including notice of any change to this Agreement, in any one or more of the following ways, as determined in our sole discretion: (1) by posting it on PearlCommFiber.net or any other website about which you have been notified; (2) by mail to your address on file; (3) by e-mail to the e-mail address in our records; (4) by including the information on or with your bill for Service(s); (5) by telephone or texts to your number(s) on file; or (5) through our mobile application. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding the Service(s) and this Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail, mobile application, and all postings at PearlCommFiber.net or any other website about which you have been notified. If any material change negatively affects your Service(s), you have the right to cancel your Service(s) with written notice to us. Your continued receipt of the Service(s) for more than 30 days after the change, however, will constitute your acceptance of the change.

### 5. ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT

**a. Premises.** You agree to allow us and our agents the right to enter your property at which the Service(s) and/or PearlComm Equipment will be provided (the "Premises") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or PearlComm Equipment used to receive any of the Service(s). Further and to the extent permitted by law, you agree to grant PearlComm a perpetual easement without charge on and through the Premises to construct, install, maintain, inspect, replace and/or remove our outlets, transmission lines, and all other equipment necessary to provide Services to you and others. You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises and grant us a perpetual easement, to the extent permitted by law. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.

**b. Customer Equipment.** "Customer Equipment" means software, hardware, or services that you choose to use in connection with the Service(s) and that is not provided or leased by us or our agent. Notwithstanding the last sentence, any equipment purchased by you from us (or our agent) and under an express sale agreement shall constitute "Customer Equipment." You agree to allow us and our agents the rights to insert hardware in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect, and upgrade the Customer Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities described in this paragraph. In addition, you agree to supply us or our agents, if we ask, the owner's name, address, and phone number and/or evidence that the owner provided such authorization. For avoidance of doubt, "Customer Equipment" does not include PearlComm Equipment for which you have paid an Unreturned/Damaged Equipment Fee.

## 6. MAINTENANCE AND OWNERSHIP OF EQUIPMENT AND SOFTWARE

**a. PearlComm Equipment.** “PearlComm Equipment” means all new or reconditioned equipment that we or our agent provides or leases to you, including, but not limited to modems, routers, related electronic devices, Optical Network Terminals (ONTs), wiring, and any other hardware and includes all software and programs contained within PearlComm Equipment or downloaded to Customer Equipment by us. You expressly agree that you will use the PearlComm Equipment exclusively in connection with the Service(s). You agree that all PearlComm Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. We may remove or change the PearlComm Equipment at our discretion at any time the Service(s) are active or following the termination of your Service(s). You acknowledge that any addition to, removal of or change to the PearlComm Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the PearlComm Equipment, or permit any other service provider to use the PearlComm Equipment, including PearlComm Equipment for which an Unreturned/Damaged Equipment Fee has been paid. The PearlComm Equipment may only be used in the Premises unless expressly permitted by us. At your request, we may relocate the PearlComm Equipment for an additional charge. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE PEARLCOMM EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES OR OTHERWISE EXPRESSLY AUTHORIZED BY US, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than us or our agents to service the PearlComm Equipment. You assume the risk and are responsible for loss, theft, repair, replacement and other costs, damages, fees, and charges if you do not return the PearlComm Equipment to us in an undamaged condition. PearlComm Equipment remains PearlComm-owned equipment, and PearlComm retains title to all PearlComm Equipment, at all times, including but not limited to after payment of an Unreturned/Damaged Equipment Fee.

### **b. Customer Equipment.**

**1. Responsibility:** We have no responsibility for the operation, support, maintenance or repair of any Inside Wiring or Customer Equipment including, but not limited to, Customer Equipment to which we or a third party has sent software or downloads. You agree that by using the Service(s), we, or our authorized agents and equipment manufacturers, are authorized to send code updates to the Customer Equipment, including, but not limited to, modems, at any time we determine it is necessary to do so. Such code updates may change, add, or remove features or functionality of the Customer Equipment or the Service(s). You agree to be responsible for providing the following to support Voice Services: (i) broadband Internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol (“IP”) connectivity necessary to reach and interoperate with the Voice Services and PearlComm; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or analog telephony adapters.

**2. Non-Recommended Configurations:** Customer Equipment that does not meet our minimum technical or other specifications constitutes a “Non-Recommended Configuration”, including, but not limited to, modems not currently certified by us as compatible with Internet, certain fax machines, and certain “dial-up” modems, rotary-dial phone handsets, pulse-dial phone handsets, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units. We reserve the right to deny support for the Service(s) and/or terminate Service(s) if you use a Non-Recommended Configuration. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS WARRANTS THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT INSTALLATION, ACCESS, OPERATION OR USE OF A NON-RECOMMENDED CONFIGURATION COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR PEARLCOMM EQUIPMENT. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.

**3. No Unauthorized Devices or Tampering:** You agree not to attach or assist any person to attach any unauthorized device to, or otherwise tamper with PearlComm Equipment or the Service(s) for any purpose, including, but not limited to the unauthorized reception of the Service(s). If you make or assist any person to make any unauthorized connection or modification to or otherwise tamper with PearlComm Equipment or the Service(s) or any other part of our network, we may terminate the Service(s) and recover damages resulting from your actions. You agree that your rights and obligations to the Service may not be transferred to any successor tenant or occupant or to any other address. You agree that the Voice Services do not support and PearlComm will not accept 976/900 and such other call types in which charges are placed on an end-user’s bill and PearlComm might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited without PearlComm’s prior written consent. You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the tampering with PearlComm Equipment or our network and therefore you agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Service(s). The \$500 liquidated damages are in addition to our cost to replace any altered, damaged, or unreturned PearlComm Equipment or other equipment owned by us, including any incidental costs. The unauthorized reception of the Service(s) may result in criminal fines and/or imprisonment.

**c. End User Software Licenses.** Software or applications may be required to use certain features of the Service(s). You agree to comply with the terms and conditions of all end user license agreements accompanying any software, mobile applications, or plug-ins to such software distributed or used in connection with the Service(s) including, without limitation, the PearlComm Mobile Application End User Agreement, as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate and you agree to destroy all versions and copies of all software received by you in connection with the Service(s).

**d. Revocable License.** The Service(s) and PearlComm Equipment, including, but not limited to, any firmware or software embedded in the PearlComm Equipment or used to provide the Service(s), are protected by trademark, copyright, patent and/or other intellectual property laws. You are granted a revocable license to use such firmware and software in object code form

(without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the PearlComm Equipment or used to provide the Service(s). You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

## 7. USE OF SERVICES

You agree that the Service(s) and the PearlComm Equipment will be used only for lawful purposes. You are prohibited from reselling or permitting another to resell the Service(s) in whole or in part, or using or permitting another to use the PearlComm Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any policy we post applicable to the Service(s). Use of the PearlComm Equipment or Service(s) for transmission, communications, or storage of any information, data, or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the PearlComm Equipment and/or Service(s) at the Premises or at other locations authorized by us and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies including, but not limited to, our end user agreements, acceptable use policies, and privacy policies. You are liable for all authorized and unauthorized use of the Service(s) and you agree to notify us immediately in writing during normal business hours if the PearlComm Equipment has been stolen or the Service(s) is used without your authorization. If you fail to notify us in a timely manner, the Service(s) may be terminated without notice and you may incur additional charges.

- **For Internet.** The acceptable use policies (“AUP”) and other policies concerning Internet and are posted at PearlCommFiber.net. YOU AGREE THAT WE MAY MODIFY THE AUP OR OTHER POLICIES FROM TIME TO TIME WITH OR WITHOUT NOTICE, BY POSTING A NEW VERSION OF THE AUP OR OTHER POLICY. YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE AUP AND ALL OTHER POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION. WE RESERVE THE RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS WE DEEM NECESSARY TO PREVENT HARM TO OUR NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICE(S).

## 8. ASSIGNABILITY

This Agreement and the Service(s) furnished hereunder may not be assigned by you. We may freely assign our rights and obligations under this Agreement with or without notice to you.

## 9. TERMINATION OF THIS AGREEMENT

**a. Term.** Except for those provisions which by their nature survive the termination of this Agreement, this Agreement will be in effect from the time that the Service(s) are activated and will renew automatically month-to-month until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement. If you self-install PearlComm Equipment, Service(s) charges begin the earliest of (1) the day on which you picked up PearlComm Equipment at our service center, (2) the day you install the Service(s), (3) the day your order for the Service(s) is entered into our billing system if PearlComm Equipment is not required for the Service(s) or (4) five (5) days after the date we ship the PearlComm Equipment to you.

**b. Termination by You.** You may terminate this Agreement for any reason at any time by notifying us in one of the following ways: (1) mailing or personally delivering a written notice to our local business office; (2) send an electronic notice to admin@PCfiber.net; or (3) calling our customer service department during normal business hours. Prior to effecting such termination, or any other change to your account, we may verify your identity and confirm your election. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service(s) will accrue until this Agreement has terminated, the Service(s) has been disconnected, and all PearlComm Equipment has been returned. Except for non-refundable fees and charges, we will refund all prepaid monthly service fees charged for Service(s) after the date of termination (less any outstanding amounts due us for the Service(s), affiliate services, PearlComm Equipment, or other applicable fees and charges).

### **c. Suspension and Termination by Us.**

1. **No Notice.** Subject to applicable law, we reserve the right to act immediately and without notice to terminate or suspend the Service(s) and/or to remove from the Service(s) any information transmitted by or to any users (e.g., email or voicemail). We may take these actions if we: (1) determine that your use of the Service(s) does not conform with the requirements set forth in this Agreement or the AUP, (2) determine that your use of the Service(s) interferes with our ability to provide the Service(s) to you or others, (3) reasonably believe that your use of the Service(s) may violate any laws, regulations, or written and electronic instructions for use, (4) reasonably believe that your use of the Service(s) interferes with or endangers the health and/or safety of our personnel or third parties or (5) you threaten, harass, or use vulgar and/or inappropriate language toward our personnel. Our action or inaction under this Section shall not constitute review or approval of your or any other users’ use of the Service(s) or information transmitted by or to you or other users.

2. **With Notice.** Subject to applicable law, we reserve the right to terminate or suspend Service(s) and/or to remove from the Service(s) any information transmitted by or to any users (e.g., email or voicemail) with five (5) days’ notice for any reasons not set forth in subsection 1 above. If Customer’s bill is not paid in full, PearlComm may terminate or suspend Service(s). Upon termination for any reason, PearlComm may charge additional fees on any unpaid balance. Further Customer understands and agrees that PearlComm may charge credit card on file at termination of Service in the amount of any outstanding balance, fees, and for the cost of any unreturned or damaged Equipment, in accordance with applicable law.

**d. Your Obligations Upon Termination.** You agree that upon termination of this Agreement you will do the following:

1. You will immediately cease all use of the Service(s) and all PearlComm Equipment;
2. You will pay in full for use of the Service(s) up to the date that this Agreement has been terminated and the Service(s) are disconnected;
3. You will return all PearlComm Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted within five (5) days of the date on which Service(s) are disconnected. Failure to return any PearlComm Equipment or if any PearlComm Equipment is returned damaged or destroyed for any reason, including fire, flood, storm or other incident beyond Customer's control, will result in the charge of an Unreturned/Damaged Equipment Fee. PearlComm, as title owner of the PearlComm Equipment at all times, has the right to retrieve any equipment that is not returned. Upon our request during regular business hours at a time agreed upon by you and us, you will permit us and our agents, to access the Premises to remove all PearlComm Equipment and other material provided by us.
4. **Unreturned/Damaged Equipment Fee.** "Unreturned/Damaged Equipment Fee" refers to a fee charged by PearlComm to a subscriber for any unreturned, damaged, or destroyed PearlComm Equipment upon termination of the services provided under this Agreement. The Unreturned/Damaged Equipment Fee will be sufficient to cover the full replacement cost for any unreturned or damaged PearlComm Equipment. Customer understands and agrees that PearlComm may charge the credit card on file at the time of termination of Service for the Unreturned/Damaged Equipment Fee. The payment of an Unreturned/Damaged Equipment Fee shall not result in a sale of, or the transfer of title to, any PearlComm Equipment, and such equipment shall remain the property of PearlComm, and PearlComm retains title to PearlComm Equipment at all times. Even if an Unreturned/Damaged Equipment Fee has been paid, PearlComm Equipment shall not be resold, used, or operated in any manner.

#### 10. **NO WARRANTY AND LIMITED LIABILITY**

TO THE EXTENT PERMITTED BY LAW, THE PEARLCOMM EQUIPMENT AND THE SERVICE(S) INCLUSIVE OF THE VOICE SERVICES PROVIDED ARE PROVIDED "AS IS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE PEARLCOMM EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

UNLESS OTHERWISE PROHIBITED BY LAW, PEARLCOMM'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY PEARLCOMM OF ANY OBLIGATION PEARLCOMM MAY HAVE UNDER THIS AGREEMENT SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE. UNLESS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL PEARLCOMM AND ITS SUPPLIERS, AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE TO THE CUSTOMER FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE 911 SERVICE. THIRD PARTY PRODUCED ITEMS ARE PROVIDED AS IS AND WITHOUT WARRANTY. IN NO EVENT SHALL PEARLCOMM AND ITS SUPPLIERS (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE CUSTOMER FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. IN NO EVENT, SHALL PEARLCOMM LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE CUSTOMER DURING THE PRECEDING 30 DAY PERIOD.

#### 11. **INDEMNIFICATION AND LIABILITY**

UNLESS OTHERWISE PROHIBITED BY LAW, YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS US AND OUR EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S), THE PEARLCOMM EQUIPMENT OR THE CUSTOMER EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO THE LACK OR FAILURE OF 911/E911 SERVICE OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM BY YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE(S); (d) THE FAILURE OR OUTAGE OF THE SERVICE(S) OR OUTAGE OF THE SERVICE(S), INCLUDING THOSE RELATED TO 911/E911 SERVICE, INCORRECTLY ROUTED 911 SERVICE CALLS, AND/OR THE INABILITY OF ANY USER OF THE SERVICE TO BE ABLE TO USE 911 SERVICE OR ACCESS EMERGENCY SERVICE PERSONNEL; AND (e) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT OR ANY AUP.

12. **BINDING ARBITRATION**

UNLESS OTHERWISE PROHIBITED BY LAW, ANY ALREADY ACCRUED OR EXISTING CONTROVERSY OR CLAIM, AS WELL AS ANY FUTURE CONTROVERSY OR CLAIM, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, OR THE BREACH THEREOF, AND/OR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICES, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AFTER ALL CONDITIONS PRECEDENT AS SET FORTH HEREIN, IF APPLICABLE, HAVE BEEN MET. THIS AGREEMENT INVOLVES INTERSTATE COMMERCE SUCH THAT THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ. SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT. THE ARBITRATION SHALL BE HELD IN THE STATE OF MISSISSIPPI IN THE COUNTY WHERE SERVICES WERE PROVIDED AT A LOCATION TO BE DESIGNATED BY THE PARTY NOT MAKING THE INITIAL DEMAND FOR ARBITRATION. A JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. EACH PARTY AGREES TO PAY THEIR OWN ATTORNEYS' FEES AND COSTS AND EACH PARTY AGREES TO SHARE EQUALLY IN THE COST OF THE ARBITRATOR. EACH PARTY AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, THAT THE ARBITRATOR SHALL BE THE PERSON TO DECIDE ALL THRESHOLD ISSUES AND TO DECIDE ALL ISSUES OF ARBITRABILITY, SCOPE, VALIDITY, ENFORCEABILITY, UNCONSCIONABILITY, RETORACTIVITY AND/OR APPLICABILITY.

UNLESS OTHERWISE PROHIBITED BY LAW, THE PARTIES ALSO AGREE TO WAIVE ANY RIGHT TO: (I) PURSUE A CLASS ACTION ARBITRATION AND/OR TO SEEK A REMEDY ON BEHALF OF ANY OTHER MEMBER OR PERSON, OR (II) HAVE AN ARBITRATION OR JUSTICE COURT PROCEEDING UNDER THIS AGREEMENT CONSOLIDATED OR DETERMINED AS PART OF ANY OTHER ARBITRATION OR PROCEEDING. THE PARTIES AGREE THAT ANY DISPUTE TO ARBITRATE MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE CAPACITY. IF ANY PART OF THIS ARBITRATION CLAUSE, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION AND CONSOLIDATION RIGHTS IS FOUND UNENFORCEABLE IN ANY ACTION IN WHICH CLASS ACTION REMEDIES HAVE BEEN SOUGHT, THIS ENTIRE ARBITRATION CLAUSE SHALL BE DEEMED UNENFORCEABLE. IT IS THE INTENTION AND AGREEMENT OF THE PARTIES NOT TO ARBITRATE CLASS ACTIONS OR TO HAVE CONSOLIDATED ARBITRATION PROCEEDINGS, UNLESS OTHERWISE PROHIBITED BY LAW. TO THE EXTENT PERMITTED BY LAW AND SHOULD THE PARTIES HAVE A DISPUTE THAT IS WITHIN THE JURISDICTION OF THE JUSTICE COURTS OF THE STATE OF MISSISSIPPI, SUCH DISPUTE MAY BE RESOLVED AT THE ELECTION OF EITHER PARTY IN JUSTICE COURT RATHER THAN THROUGH ARBITRATION, AND THE PARTIES AGREE THAT IN JUSTICE COURT OTHER CUSTOMERS, USERS, OR MEMBERS MAY NOT BE JOINED AS A PARTY NOR CAN RELIEF BE SOUGHT ON BEHALF OF ANY OTHER CUSTOMERS, USERS, OR MEMBERS.

ANY MEMBER MAY REJECT THIS AGREEMENT TO ARBITRATE BY SENDING TO PEARLCOMM AT P.O. BOX 1217, COLUMBIA, MS 39429, A NOTICE ("REJECTION NOTICE") WITHIN FOURTEEN (14) CALENDAR DAYS OF EXECUTING THIS AGREEMENT. ANY OPTOUTS SUBMITTED AFTER THIS PERIOD WILL NOT BE CONSIDERED EFFECTIVE. YOUR REJECTION NOTICE MUST INCLUDE YOUR FULL NAME, YOUR CURRENT ADDRESS, YOUR CURRENT TELEPHONE NUMBER, THE ACCOUNT NUMBER, A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION, AND BE SIGNED BY YOU. THE REJECTION NOTICE MUST BE MAILED WITH RETURN RECEIPT REQUESTED TO: REJECTION NOTICE DEPARTMENT. IN THE EVENT OF ANY DISPUTE CONCERNING WHETHER A CUSTOMER HAS PROVIDED A TIMELY NOTICE OF REJECTION, THE CUSTOMER MUST PRODUCE THE SIGNED RECEIPT FOR MAILING THE REJECTION NOTICE. IN THE ABSENCE OF THE SIGNED RECEIPT, THE ASSOCIATION'S RECEIVED DATE STAMP ON THE REJECTION NOTICE SHALL BE CONCLUSIVE EVIDENCE OF THE DATE OF RECEIPT. THESE INSTRUCTIONS CONSTITUTE THE ONLY METHOD THAT A CUSTOMER CAN USE TO EXERCISE THE RIGHT TO REJECT THIS ARBITRATION PROVISION. YOU MUST SEPARATELY OPT OUT FOR EACH ACCOUNT UNDER WHICH YOU RECEIVE SERVICES.

IF THE ARBITRATION CLAUSE IS DEEMED UNENFORCEABLE OR THE PARTIES OTHERWISE LITIGATE A DISPUTE IN COURT AND UNLESS OTHERWISE PROHIBITED BY LAW, THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT IN COURT.

13. **911/E911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT ACCESS TO THE PHONE SERVICE PROVIDED BY US MAY BE LOST OR THE SERVICE MAY NOT FUNCTION PROPERLY, INCLUDING THE ABILITY TO CALL FOR 911/E911 SERVICE, UNDER CERTAIN CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (I) OUR NETWORK OR FACILITIES ARE NOT OPERATING; (II) BROADBAND CONNECTION IS LOST OR INTERRUPTED; (III) YOU ARE EXPERIENCING A POWER OUTAGE; (IV) ELECTRICAL POWER TO THE OPTICAL NETWORK TERMINATOR IS INTERRUPTED; (V) YOU FAIL TO PROVIDE A PROPER SERVICE ADDRESS; OR (VI) YOUR SERVICE HAS BEEN CANCELLED BY YOU OR TERMINATED BY PEARLCOMM. CUSTOMER UNDERSTANDS AND AGREES THAT IN ORDER FOR 911/E911 CALLS TO BE PROPERLY DIRECTED, PEARLCOMM MUST HAVE CURRENT SERVICE ADDRESS AND IF SERVICE IS MOVED TO A DIFFERENT ADDRESS WITHOUT PEARLCOMM'S EXPRESS WRITTEN CONSENT, 911/E911 CALLS MAY BE DIRECTED TO THE WRONG EMERGENCY AUTHORITY, MAY TRANSMIT THE INCORRECT LOCATION ADDRESS FOR RESPONDING OR THE PHONE SERVICE MAY FAIL

ALTOGETHER. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, PEARLCOMM SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING PHONE AND 911/E911 SERVICES.

Most PearlComm customers will have access to basic 911 or Enhanced 911 (E911) service. E911 service is available for all customers who register a valid E911 service address. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back, if necessary. If you live in locations where the emergency center is not equipped to receive your telephone number and address, you have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number and location, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers become capable of receiving our customers' telephone number and address information, customers will need to register a valid E911 service address to upgrade the service to E911. PearlComm will not inform you that new local emergency centers have been added. If your address is not covered by E911 service, PearlComm advises you to attempt to register your address periodically to determine if a new local emergency center has been added to your area. Certain customers do not have access to either basic 911 or E911 because there are no local emergency centers in their area, or they did not register for an E911 service address. If you do not have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help. Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers.

Customers are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize the 911 service of the important differences in and limitations of 911 service as compared with traditional 911 land line or cell phone service. The documentation that accompanies each piece of equipment you may purchase or lease, will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). If you don't purchase or lease equipment from us, we will send you one or more 911 Stickers. It is your responsibility to place the 911 Sticker as near as possible to **each** phone that you use with the Service. If you did not receive a 911 Sticker with your Equipment, or you require additional 911 Stickers, please contact our customer care department at 1-xxx-xxx-xxxx for more stickers at no additional cost.

For each primary phone number that you use for the Service, you must register with PearlComm the physical location where you will be using the Service with that phone number. Before you move the Device to another location, you must seek approval from PearlComm and register your new location. If you do not register your new location, any 911 calls you make using the 911 SERVICE may be sent to an emergency center near your old address. You must register your initial location of use when you subscribe to the Service. For purposes of the 911 SERVICE, you may only register one location at a time for each primary phone line you use with the Service. 911 SERVICE does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from PearlComm.

You acknowledge and understand that the Service and 911 Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service and 911 Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure the Device and other CPE equipment prior to using the Service and 911. You also acknowledge and understand that the Service and 911 Service requires a fully functional broadband connection to the Internet and that, accordingly, in the event of an outage or termination of broadband service with or by your Internet service provider ("ISP") and/or broadband provider, the Service and 911 Service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service and 911 Service will not function until the power supply is restored and/or the ISP/broadband outage is fixed. You acknowledge that PearlComm is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination by your broadband or Internet service provider, the blocking of ports by your broadband or Internet service provider, suspension or termination of your PearlComm Services/Account or any failures resulting from local or national disasters.

PearlComm and its suppliers do not have any control over whether, or the manner in which, calls using the 911 service are answered or addressed by any local emergency response center. PearlComm and its suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. PearlComm and its suppliers rely on third parties to assist in routing 911 service calls to local emergency response centers and to a national emergency calling center. PearlComm and its suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result.

Furthermore, you acknowledge that PearlComm and its suppliers do not offer Emergency Lifeline Service, and that if you are not comfortable with the limitations of the 911 service, PearlComm and its suppliers strongly recommend that you always have an alternative means of accessing emergency service.

#### 14. GENERAL

**a. Entire Agreement.** This Agreement and any other documents incorporated by reference, including but not limited to the Privacy Policy, Acceptable Use Policy, Internet Transparency Policy, and Copyright Infringement Policy, constitute the entire

agreement and understanding between you and us with respect to the subject matter of this Agreement, and replace any and all prior written or verbal agreements. In case of any conflict between the provisions of this Agreement and any other documents incorporated by reference, the provisions of this Agreement control and govern. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. We do not waive any provision or right if we fail to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement.

**b. Waiver of Jury Trial.** UNLESS OTHERWISE PROHIBITED BY LAW, WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

**c. Additional Representations and Warranties.** In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

**1. Age:** The undersigned is at least 18 years of age and has the legal authority to enter into this agreement on behalf of the Customer.

**2. Customer Information:** You represent and warrant that you have provided us with information that is accurate, complete, and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used, and payment data (including without limitation information provided when authorizing recurring payments). YOU AGREE TO NOTIFY US IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO US, INCLUDING WITHOUT LIMITATION ANY CHANGE IN YOUR TELEPHONE NUMBER OR MOBILE TELEPHONE NUMBER. FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR THE SERVICE(S) OR HAVE ANY UNRETURNED EQUIPMENT, THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND RETURN ALL EQUIPMENT. IF PERMITTED BY LAW, YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

**d. Consent to Communications from PearlComm.** You agree that PearlComm or third parties acting on PearlComm's behalf may call or text you at any telephone number that you provide to PearlComm or that PearlComm issues to you, and may do so for any purpose relating to your account and/or the Services to which you subscribe. You expressly consent to receive such calls and texts and agree that these calls and texts are not unsolicited. You understand and acknowledge that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. If you do not wish to receive these communications, you may send us written notice of your revocation at admin@PCFiber.net. You understand and acknowledge that this is the exclusive means of opting out of such communications. You may not opt-out of receiving certain communications pertaining to your account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, notices concerning your bill, and harm caused to the network. Message frequency depends on your activity with your Services. Message and/or data rates may apply.

**e. Customer Proprietary Network Information (CPNI).** Under federal law, You have the right to protect the confidentiality of information about the amount, type, and destination of Your Voice Services usage referred to herein as CPNI. You hereby consent to the sharing of Your CPNI or other personal information with PearlComm and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Your attention any products and services, or in the event of any merger, sale of some or all of the PearlComm's assets, as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of PearlComm. This consent survives the termination of Your Service and is valid until revoked by You. To remove this consent at any time, You must notify PearlComm in writing at admin@PCFiber.net and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect Your current Services.

**f. Protection of Our Information and Marks.** All Service(s) information, documents, and materials on our websites are protected by trademark, copyright, or other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of ours and our affiliates are and shall remain our exclusive property. Nothing in this Agreement shall grant you the right or license to use any of the marks.

**g. Retention of Rights.** Nothing contained in this Agreement shall be construed to limit our rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, we and our agents reserve the right to delete all PearlComm your data, files, electronic messages, or other information that is stored on our or our suppliers' servers or systems. In addition, you may forfeit your account user name and all e-mail, IP and Web space addresses, and voice mail. In the event you cancel voice without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

**h. Monitoring and Recording.** You agree that PearlComm and its agents may monitor and record any telephone calls or other voice, data or image communications that are transmitted between PearlComm and its agents on the one hand and you, your agents, any user of your Service(s) or Equipment, or any user of any phone numbers associated with your account on the other hand.

**i. Governing Law.** This Agreement shall be governed by and interpreted in accordance with Mississippi law without regard to choice of law provisions.



PRVEPA ACCOUNT NUMBER (leave blank if new customer): \_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_

SERVICE LOCATION: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

(REQUIRED FOR AUTO PAY AND/OR E-BILL)

SECONDARY EMAIL ADDRESS: \_\_\_\_\_

FEI/SSN: \_\_\_\_\_

DESIRED DATE FOR SERVICE: \_\_\_\_\_

**Service(s) Requested:**

**Telephone**

- Residential
- Commercial

**High Speed Internet**

- Residential PearlComm Lightspeed 100 (100MB)
- Residential PearlComm Lightspeed Gig (1GB)
- Commercial PearlComm Business 100 (100MB)
- Commercial PearlComm Business (Other)

**Method of Payment for Service(s):**

- Automatically charge my credit card: Card Number \_\_\_\_\_  
Expiration: \_\_\_\_\_ Security Code: \_\_\_\_\_
- Automatically draft my bank account.
- I'll send my payment in each month on a timely basis.

**BY EXECUTING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME.**

**FURTHER CUSTOMER UNDERSTANDS AND AGREES THAT FIBER SERVICE REQUIRES ACTIVE ELECTRIC SERVICE AT THE LOCATION AND IF AN ELECTRICAL SERVICE OUTAGE OCCURS, THE FIBER OPTIC SERVICE, INCLUDING ALL TELEPHONE SERVICES AND 911/E911 EMERGENCY SERVICES, IF ELECTED MAY NOT FUNCTION.**

**CUSTOMER SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**POSITION HELD (if commercial account):** \_\_\_\_\_

**DATE:** \_\_\_\_\_