

CIT Broadband Internet Protection Service Plan
This Plan is not an Insurance Contract.

This Agreement: Campbell Information Technology dba CIT Broadband, 7908 W. Elizabeth Lane, Fort Worth, TX 76116, is the obligor (“Obligor”) of this Internet Protection Service Plan agreement (“Plan”). In all states, CIT Broadband is the administrator of this Plan. The service performed under this Plan is provided through CIT Broadband.

1. Coverage: A “Covered Product” or “Product” shall refer to all CIT BROADBAND CPE hardware purchased or leased by the customer (“You” or “Your”) that is activated on your CIT BROADBAND account and is installed at your residential location. Your residence must be in an area where you can legally receive wireless transmissions from a CIT BROADBAND Access Point (AP). The Covered Product will be restored to normal condition after it has failed during normal single-family household use.

2. Eligibility: This Plan is available to new and existing CIT BROADBAND customers who purchase or lease CIT BROADBAND Customer Premises Equipment (CPE). You represent that the product is in proper operating condition at the start of the Plan’s coverage and that your CIT BROADBAND account is current and in good standing.

3. What is Covered: This Plan covers all Radio Equipment costs necessary to repair your Covered Product for problems due to functional part failures such as the radio, POE, or CIT BROADBAND installed inside cabling.

- a) CIT BROADBAND, at its option, may require trouble-shooting of the Product to verify any failure prior to replacement
- b) CIT BROADBAND, at its option, may replace your Covered Product with one of like kind and quality; like kind and quality is determined by CIT BROADBAND.
- c) Parts used to repair the Product may be new, remanufactured, or used, at CIT BROADBAND’s sole discretion.
- d) Plan may cover additional charges for labor, trip charges and CPE routers. See specifics for your plan. If not included in your plan, you will be liable for the additional costs of those items

4. Exclusions from Coverage: Your Plan does not cover:

- A) SERVICE, MAINTENANCE, REPAIR, OR REPLACEMENT DUE TO ANY LOSS RESULTING FROM USAGE OTHER THAN NORMAL USAGE AND BEYOND CIT BROADBAND’S NORMAL CONTROL SUCH AS: DAMAGE DUE TO MISUSE, ABUSE, INSECT OR OTHER INFESTATION, FIRE, WATER, FOREIGN SUBSTANCES, ORGANIC MATERIALS, WINDSTORM, HAIL, EARTHQUAKE, THEFT, TERRORISM/WAR, NEGLIGENCE, RIOT, OR ACTS OF GOD;**
- B) INSTALLATION AND INSTALLATION WORKMANSHIP, IF THE INSTALLATION WAS NOT PERFORMED BY CIT BROADBAND, A CIT BROADBAND AUTHORIZED TECHNICIAN, OR A CIT BROADBAND**

AUTHORIZED RETAILER;
C) INSTALLATIONS NOT GROUNDED IN ACCORDANCE WITH CIT BROADBAND STANDARDS;
D) RE-INSTALLATION AND/OR THE RE-CONNECTION OF YOUR PRODUCT(S), IF PRODUCT REPLACEMENT IS SHIPPED TO YOU;
E) COMMERCIAL OR INSTITUTIONAL USE WHICH IS DEFINED AS ANY USE OTHER THAN SINGLE-FAMILY HOUSEHOLD USE;
F) EXTERIOR OR COSMETIC ITEMS OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, PAINT, FINISH, BEZEL, CORDS, CABLES, AND CONNECTORS;
G) NON-OPERATING COMPONENTS OF THE PRODUCT;
H) INTERNAL SOFTWARE, BATTERIES, AND COMPONENTS NOT ESSENTIAL TO BASIC PRODUCT FUNCTIONALITY;
I) ANY COMPONENT OR PRODUCT THAT HAS BEEN OPENED, TAMPERED WITH, REPAIRED, OR OTHERWISE ACCESSED BY ANYONE OTHER THAN AN AUTHORIZED CIT BROADBAND SERVICE REPRESENTATIVE OR CENTER ;
J) REPAIR OF PRODUCT(S) UPON NONCOMPLIANCE OF ANY PART OF SECTION 5 BY YOU;
K) COVERAGE, COMPONENTS, PRODUCTS, OR ITEMS NOT SPECIFICALLY LISTED HEREIN;
L) SERVICE OUTSIDE OF CIT BROADBAND'S SERVICE AREA IN THE CONTINENTAL U.S. , INCLUDING PUERTO RICO , THE VIRGIN ISLANDS AND PORTIONS OF ALASKA ;
M) YOUR COMPUTER OR EQUIPMENT RELATED TO YOUR COMPUTER, INCLUDING BUT NOT LIMITED TO SOFTWARE AND EMAIL CONFIGURATION
N) INSTALLATION PARTS AND COMPONENTS NOT CURRENTLY STOCKED BY CIT BROADBAND, AT CIT BROADBAND'S SOLE DISCRETION;
O) NON CIT BROADBAND-BRANDED INSTALLATION COMPONENTS, AT CIT BROADBAND'S SOLE DISCRETION.
P) CUSTOMERS IN-HOME WIRED OR WIRELESS LOCAL AREA NETWORK.

5. Customer's Promises and Assurances: In order to keep this Plan in force, You promise and assure:

- a) full cooperation with CIT BROADBAND customer service agents and authorized service providers during diagnosis and repair of the Covered Product;
- b) that the Covered Product is not used for business or commercial purposes;
- c) that You will keep Your account with CIT BROADBAND in good standing.
- d) to provide adequate access to the Covered Product during normal business hours;
- e) to provide a non-threatening and safe environment for servicing;
- f) to not mislead, defraud, or make any misrepresentation to CIT BROADBAND technicians and authorized service providers;
- g) to not falsify any related documents or records;

h) to fully disclose all relevant information and fully cooperate with CIT BROADBAND, its agents or service providers to troubleshoot the Product.

6. Method of Service and Exchange: CIT BROADBAND, at its sole discretion, may either ship a replacement Product to you or dispatch an authorized CIT BROADBAND service technician to your home for on-site trouble-shooting and repair of your Product.

a) On-site service provided by an authorized CIT BROADBAND service technician: If CIT BROADBAND dispatches a service technician to your home, and CIT BROADBAND determines, in its sole discretion, the problem is not covered under this Plan, you will be responsible for the cost of those repairs.

b) Shipped Product Replacement: If Product replacement is requested by a CIT BROADBAND Customer Service Representative, You will be required to return the defective Product to the address provided to You by CIT BROADBAND. Shipping will be provided by CIT BROADBAND. If CIT BROADBAND has provided you with a replacement Product and you fail to return the defective Product to CIT BROADBAND, You will be assessed a fee for the Product.

7. Compliance with Applicable Building Codes and Ordinances: It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, covenants, conditions, and restrictions related to services provided under this Plan, to pay any fees or other charges, and to obtain any permits or authorizations necessary for services provided under this Plan (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements.

8. Location and Availability of Service or Repair: Service will be provided at a designated CIT BROADBAND service facility during normal working hours and work week of the product service facility.

9. Coverage Period: Your coverage begins on the effective date as shown on your monthly billing statement, and will continue on a month-to-month basis until cancelled by you or terminated by CIT BROADBAND.

THIS PLAN IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS PLAN.

10. Cancellation : You may cancel this Plan at any time by calling CIT BROADBAND at 817-270-0354. If you cancel this Plan within the first ten (10) days after receipt of this Plan, You will receive a full refund, less any claims paid, where allowed by law. If you cancel after the first ten (10) days from receipt of this Plan, you will receive a pro rata refund based on the time remaining on your Plan, less any claims paid, where allowed by

law. If this Plan was inadvertently sold to you on a Product which was not intended to be covered by this Plan, CIT Broadband will cancel this Plan and return the full purchase price of the Plan to you.

11. Renewal: CIT Broadband will continue to bill you for your Plan on a month-to-month basis at the then-current price until you notify CIT BROADBAND of your desire to cancel.

12. If You Need Assistance : Call: 817-270-0354.

13. Moving Your Covered Product to a New Location in the U.S. : You will need to call CIT Broadband and provide the new residential location of your primary receiver. Please call 817-270-0354 to initiate this change of residential location. CIT Broadband will provide, on an annual basis, one free standard professional installation of your CIT BROADBAND Covered Products at your new residential location where available with a 24 month extension to the current service contract.

14. Modification: Terms of this Plan may not be modified, except in writing by CIT Broadband. CIT Broadband reserves the right to amend these terms from time to time, in its sole discretion, and any such amendments shall become effective upon promulgations, subject to the terms of this agreement..

15. Plan Limitations:

a) Non-Repairable Products: If CIT Broadband, in its sole discretion, determines that a Covered Product is not repairable, including when parts are no longer available, CIT Broadband may replace the Product with a Product of at least like kind, quality, and functionality. Unless otherwise precluded by law, CIT Broadband shall then be excused from further performance under the Plan as to the affected Product.

b) Non-Original Equipment Manufacturer and Remanufactured Parts: Genuine factory parts will be used whenever possible; however, the use of non-original equipment manufacturer and remanufactured parts is allowed under this Plan.

c) Limitation of Liability: To the extent permitted by applicable law, the liability of CIT Broadband, if any, for any allegedly defective Covered Product or part shall be limited to repair or replacement of the Product or part, at CIT Broadband's option.

d) IN NO EVENT WILL CIT BROADBAND BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS PLAN.

e) THIS PLAN IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY EXCLUDED. NO WARRANTY IS PROVIDED AND NO GUARANTEE IS MADE WHATSOEVER FOR THE QUALITY OR CONTINUOUS TRANSMISSION OF ANY PROGRAMMING. THE FAILURE OF TRANSMISSION OF PROGRAMMING SHALL NOT ENTITLE YOU TO STOP MAKING

PAYMENTS TO YOUR CIT BROADBAND ACCOUNT.

f) This Plan is nontransferable.

16. Arbitration Provision:

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION ") CAREFULLY . IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION .

As used in this Provision, "You" and "Your" mean the subscriber to this Plan, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the "Obligor" identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Plan or any prior Plan, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. The arbitrator will decide whether you or we will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by us within the state in which You purchased this Plan. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq* . **If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision.** This Provision shall inure to the benefit of and be binding on you and us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Plan.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

TX Residents: Obligations – The obligations of CIT Broadband under this Plan are backed by the full faith and credit of CIT Broadband.

Cancellation – In the event CIT Broadband cancels the Plan, CIT Broadband will mail a written notice to you, at your last known address at least five (5) days prior to cancellation, which shall state the Plan date of cancellation and the reason for cancellation. However, prior notice of cancellation is not required if the reason for cancellation is nonpayment of the Plan price, a material misrepresentation by you relating to the Covered Product or its use.

Exclusions from Coverage – This Plan does not provide coverage for pre-existing conditions for any covered component or Product that is subject to neglect, abuse or damage prior to issuance of this Plan.

Limitations of Coverage- The following limitations apply to the IPS Plan:

Covers up to 1 radio replacement per 12 month period on Bronze, Silver, Gold and Platinum Plans

Covers up to 1 POE Replacement per 12 month period on Bronze, Silver, Gold and Platinum Plans

Covers up to 3 Trip Charges Per 12 month period on Silver, Gold and Platinum Plans for qualified service calls on items covered by your selected IPS plan.

Covers up to 3 Service Labor Hours Per 12 month period on Gold and Platinum Plans

Covers up to 1 router replacement per 12 month period on Platinum Plans