GENERAL TERMS

Last Updated: February 9, 2026

These additional terms and conditions (these "General Terms") are incorporated into the terms and conditions set forth in the (i) Commercial Services Agreement (the "CSA") entered into by and between Cox and Customer (each, a "Party"), (ii) Master Retail Services Agreement (the "MSA") entered into by and between Cox and Customer or (iii) any other written agreement entered into by and between Cox and Customer in which these General Terms are incorporated, whichever is applicable. References in these General Terms to "Agreement" shall mean (i) the CSA, MSA, or other written agreement in which these General Terms are incorporated between Cox and Customer, whichever is applicable, (ii) these General Terms, (iii) the Service Terms (if the CSA is applicable), (iv) the Cox tariffs, as applicable, (v) the Cox Business Acceptable Use Policy ("AUP") located at coxbusiness.com/acceptableusepolicy, (vi) the Service Guides ("SG"), as applicable, and (vii) all other policies or documents expressly referenced or linked herein. The commercial services ordered by Customer in the Agreement, including any Third-Party Provided Services, shall each be defined as a "Service" and collectively be defined as the "Services".

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A.
Terms and Conditions Applicable to All Services (unless otherwise noted)

A1. Billing and Payments.

(a) **Payment.** Customer shall pay Cox all monthly recurring charges ("MRCs"), all usage charges for Services, and all non-recurring charges ("NRCs"), if any, by the due date on the invoice which shall be at least thirty (30) days from Cox's issuance of the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. No interest will be paid on deposits unless required by law. If Cox permits Customer to pay any amount due via separate installment payments, Customer acknowledges that such installment payments are provided as a courtesy only and Customer remains liable for the full amount due.

If Customer provides Cox with any account information, such as its bank account and routing numbers or credit or debit card details, Cox may store that information and use it to administer Customer's account, confirm charges, detect and prevent fraud, verify identity, and process payments to Customer's account that Customer requests by telephone, mobile app, internet, or otherwise. Additionally, Cox may, without prior notice to Customer, use Customer's stored account information to initiate credit or debit entries to its account as necessary to correct any mistakes or amendments in billing, payments, or collection.

Customer may request that Cox transmit invoicing information via Electronic Data Interchange (EDI), but Cox,

in its sole discretion, may approve or deny such request, may cancel EDI transmission at any time, and may require reimbursement from Customer of charges incurred to facilitate and transmit invoicing information via EDI.

(b) **Taxes, Fees, and Surcharges.** As applicable to the Service(s), Customer shall also pay all applicable taxes, fees, and surcharges including, without limitation, sales, use, gross receipts, and/or excise taxes, access fees, universal service fund assessments, 911/E911 fees, franchise fees, bypass fees, other local, State and Federal taxes, surcharges, and any other assessments or charges (however described or designated) which are imposed on Cox's provision, and/or Customer's use, of the Services (collectively, "Taxes, Fees, and Surcharges"). Cox may also impose additional Taxes, Fees, and Surcharges on Customer to recover amounts that Cox is required or permitted by governmental or quasigovernmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these Taxes, Fees, and Surcharges may vary. Taxes, Fees, and Surcharges will be separately stated on the Customer's invoice. Customer shall be responsible for all Taxes, Fees, and Surcharges (excluding taxes on Cox's income) related to the provision or use of the Services by the due date on the invoice. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. Customer is responsible for the payment of any such Taxes, Fees, and Surcharges that, following the date hereof, become applicable retroactively. A surcharge, fee or tax is imposed on all charges for service originating at addresses in States which levy, or assert a claim of right to levy, a gross receipts tax on Cox's operations in any such State, or a tax on interstate access charges incurred by Cox for originating access to telephone exchanges in that State. This surcharge, fee or tax is based on the particular State's receipts tax and other State taxes imposed directly or indirectly upon Cox by virtue of, and measured by, the gross receipts or revenues of Cox in that State and/or payment of interstate access charges in that State. In the event that Customer believes that, with respect to the Services provided hereunder, Customer is tax- exempt under Federal or State law, Customer shall submit to Cox written verification of Customer's tax- exempt status including exemption certificates or State resale certificates acceptable to Cox and to the relevant jurisdiction. A non-exhaustive list of certain surcharges and fees which may apply to the Services ordered by Customer are posted at https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html and coxbusiness.com/cbsurchargesandfees, both of which are incorporated into the Agreement by this reference. Other Taxes, Fees, and Surcharges may apply as determined solely by Cox. All Taxes, Fees, and Surcharges may be changed by Cox at any time with or without notice. If Cox is required by law or regulation to reduce or remove any Fee or Surcharge during the Term, then, notwithstanding anything to the contrary in this Agreement, upon notice to Customer and subject to applicable law, Cox may increase the charge for the affected Service to offset such reduction or removal of the applicable Fee or Surcharge. The amount of such increase in the charge for the affected Service will not exceed the amount by which the applicable Fee or Surcharge is reduced, except as otherwise permitted in this Agreement.

(c) **Billing Disputes.** Amounts reasonably disputed by Customer in good faith shall not be due and payable for a period of thirty (30) days following the invoice due date ("Due Date") for such charges, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates in good faith with Cox for the purpose of resolving such dispute within said thirty (30) day period. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts together with any applicable late fees within ten (10) days of the date of resolution (the "Alternate Due Date"). If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and the applicable late fees, if any were paid by Customer, on the following month's invoice. If Cox has responded to Customer's dispute in writing and the Parties fail to mutually resolve or settle the dispute within such thirty (30) day period (unless Cox has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer or Cox from pursuing any legal remedies as provided in this Agreement. Cox shall not be obligated to consider any notices of billing discrepancies from Customer which are received by Cox more than thirty (30) days following the Due Date of the invoice in question. Cox reserves the right to invoice and collect any amounts that it failed to bill or collect

in previous invoices at any time.

(D) **Service Availability and Special Construction.** During the Term (as defined below in Section A2), Services, rates, and other charges are subject to availability and operational limitations of Cox's systems, facilities and equipment required to provide the Services to Customer. If Cox's systems, facilities and equipment (such as, but not limited to, outside plant, cable, conduit, electronics, central office equipment, remote terminals, or other similar facilities and systems, including those furnished by third party providers) are not available, special construction charges may apply and/or Cox may assess a cost recovery fee to recover all costs associated with delivery of the Services ordered under the Agreement, including fees related to charges or modifications imposed on Cox by third-party providers.

(E) Customer may be subject to usage charges for certain Services. Usages charges for RingCentral Services are described at https://www.cox.com/ringcentralusage.

A2. **Service Start Date and Term.** The Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth in the Agreement. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox may also offer to expedite the availability of Services with the payment of an expedite fee by Customer. While Cox will make good faith efforts to expedite Service availability if Customer pays the expedite fee, Cox makes no guarantee that Service availability will be expedited or that Services will become available on any specific date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. As used in this Agreement, the "Term" shall mean the Initial Term and Extended Term(s), if any. Cox reserves the right to increase rates for all non-video Services and for all Services not subject to a Cox tariff or SG by up to ten percent (10%) at any time during any Extended Term by providing Customer with at least sixty (60) days' prior written notice of such rate increase. This ten percent (10%) limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. In the event, however, at any time during an Extended Term, Cox provides Customer with at least sixty (60) days' prior written notice of its intent to (i) increase rates for any non-video Service and/or any Service not subject to a Cox tariff or SG by more than ten percent (10%) or (ii) assess a monthly recurring charge for any Service that Cox previously provided to Customer at no charge, then Customer will have thirty (30) days from its receipt of such notice to cancel the affected Service(s) without further liability. Upon notice to Customer, Cox may change the rates for video Services and/or telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate. Customer is subject to credit approval and Customer authorizes Cox to check credit.

A3. **Termination.**

(a) **Termination by Customer.** Customer may terminate any Service before the end of the Term as stated in the Agreement by providing at least thirty (30) days' written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for Default (as defined in Section A4 below) by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly

recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) may be subject to price increases for the remaining Term. This provision survives expiration or termination of the Agreement. The early termination fees constitute liquidated damages, and the Parties agree that any liquidated damages payable under this Agreement do not constitute a penalty and that the amount of such liquidated damages is reasonable in light of the anticipated harm caused by the breach.

(b) **Disconnection Requests.** Customer agrees to provide Cox with at least thirty (30) days' written notice before terminating any Service or this Agreement, including Services that are on a month- to-month term. Cox may take up to thirty (30) days after the date of Customer's disconnection request to schedule and complete the Service disconnection. In addition to all applicable early termination fees which will be calculated beginning on the date the Services are actually terminated, Cox may charge Customer, and Customer shall pay Cox, the applicable MRC for the Service up until the date the Service is actually disconnected by Cox.

(c) **Termination by Cox.** Cox may terminate Service(s) and/or this Agreement, in whole or in part, upon notice to Customer and without liability to Cox for any of the following reasons: (i) Customer's nonpayment of a bill within the payment period prescribed; (ii) Customer's failure to make a security deposit as requested by Cox; (iii) Customer's violation of, or noncompliance with, any provision of law; (iv) Customer's or any third party's refusal to permit Cox access to the Premises (as defined below in Section A7), including, without limitation, for installation, repair, recovery, maintenance, and/or inspection; (v) Customer's interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's or industry standards; (vi) Customer's use of Services in such manner as to interfere with service to other customers; (vii) Customer's abandonment of the Service; (viii) Customer's impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud Cox or others; (ix) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another person; (x)Customer engages in threatening, harassing or vexatious behavior towards Cox or its employees; (xi) Customer or its equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Cox's network; or (xii) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code. Customer shall be liable for the early termination fee described in paragraph (a) of this Section A3, above, if Cox terminates Service(s) or this Agreement for any of the reasons enumerated in (i) through (xii), above. To protect itself and/or its other customers, Cox may suspend or disconnect a Customer's Service without prior notice for violation of the above subsections of this Section A3(c) that threaten or harm Cox's network reliability or for fraudulent or malicious intent or other acts, whether real or perceived, to defraud Cox or others.

Cox may also terminate Service(s) and/or this Agreement, in whole or in part, and without liability to Cox, upon thirty (30) days' written notice to Customer (unless stated otherwise below) for any of the following reasons: (i) signal interference with any Service that Cox cannot resolve with commercially reasonable efforts; (ii) there is a material increase in Cox's costs to provide the Service; (iii) Cox's franchise authority or other governmental authorization is cancelled or terminated; (iv) Cox's pole attachment/conduit use rights are terminated or become subject to restrictions or conditions such that continuation of this Agreement is impracticable or prohibited; or (v) there is a material change in any law, rule, regulation, Force Majeure event (as defined below in Section A10), or judgment of any court or government agency that affects (in Cox's sole determination) Cox's ability to provide the Services. Cox may also immediately terminate Service(s) and/or this Agreement without liability to Cox if Cox determines, in its sole discretion, that the cost of providing Service(s) is unreasonable, excessive, and/or unexpected or if Cox decides in its sole discretion that the location where the Customer receives or uses the Service(s), or wishes to receive or use the Service(s), is not acceptable to Cox. Further, Cox may terminate any Service(s) and/or the Agreement for its convenience on sixty (60) days' written notice to Customer without any liability to Cox.

(d)**Suspended, Modified, or Discontinued Service.** Cox may, in its sole discretion, choose to suspend, modify, or discontinue a Service (or any feature of a Service) provided to Customer without liability to Cox and such action by Cox shall not be a breach of contract or Default by Cox under this Agreement. Cox's right to modify a Service includes the right for Cox to (i) use Cox subcontractors to provide all or a portion of a Service on Cox's behalf; or (ii) use a third party or third parties to provide all or a portion of a Service with Cox acting

as a reseller of such Service. The Customer acknowledges and understands that technology and capabilities are subject to change during the Term of the Agreement. Cox makes no guarantees that any particular feature, or even any entire Service, will be available throughout the Term. Cox will attempt to provide Customer with at least thirty (30) days' written notice prior to discontinuing a Service (or any feature of a Service) that Customer has recently been using, however, Cox's failure to provide such notice will not restrict its right to suspend, modify, or discontinue the Service or any feature of a Service.

Further, Cox may, in its sole discretion, move Customer to a substantially similar or better Service at any time without increasing Customer's MRC. For example, Cox may move Customer from a standard Cox Business Internet (CBI) Service to a fiber-based connection. All Services shall continue to be subject to all restrictions, terms, and conditions in this Agreement. Customer shall cooperate with Cox to facilitate the Service change. Cox will make good faith efforts to minimize disruption, but there may be some disruption as Services are moved, including, without limitation, that IP addresses may change.

(e)**Transition Period After Cox Declares a Service to be Discontinued:** If Cox notifies the Customer that a Service has been discontinued but Customer wishes to continue to use the Service, Cox may in its sole discretion agree in writing to continue to provide Customer with the Service during a transition period that is determined by Cox (the "Transition Period"). During the Transition Period, Cox will have no obligation to pay any SLA credits for such Service and notwithstanding anything to the contrary in the Agreement Cox will have the right to raise rates and charge additional fees for such Service at any time during the transition upon notice to Customer. Cox reserves the right to terminate the Transition Period at any time upon notice to Customer.

(f) Cox may, in its commercially reasonable discretion, immediately terminate, suspend, and/or refuse to provide Services to any party engaged in the adult, gaming or gambling industries or any party engaged in offshore activities which are illegal under U.S. law, or any party engaged in illegal activities or any party which is operating or located in embargoed countries, or wishing to use Services in any location deemed unacceptable by Cox in its sole discretion.

A4. **Default.** If either Cox or Customer fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, or within ten (10) days after receiving written notice of the breach from the other Party if the breach is the result of any late payment, such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any non-monetary Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default during the Term of this Agreement, then Cox may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service(s) or this Agreement whereupon all sums then due and payable, including any applicable termination fees, shall become immediately due and payable, or suspend all or any part of Services, in addition to pursuing any and all remedies, including reasonable attorneys' fees, available at law or in equity. If Customer is in Default for failing to pay any amount due, Customer shall also be liable for any applicable interest, costs of collection (including attorneys' fees and third party agent collection fees), late fees (subject to state law and regulations), door collection fees, bank fees and any other applicable fees, charges or payments (collectively, "Collection Fees"). Any balance amount that remains delinquent may be referred to a third party for collections. In the event an arbitration or suit, as the case may be, is brought or any attorney is retained by Cox to collect any payments which are past due hereunder and/or to enforce any provision of the Agreement and Cox prevails, Cox shall be entitled to recover, in addition to any other remedy, reimbursement for Collection Fees, reasonable attorneys' fees, litigation and arbitration costs, expert witness fees, and court costs incurred in connection therewith, in addition to all other relief a court may award.

A5. **Customer Responsibilities.**

(a) Customer is responsible for all internal wiring, Customer equipment (e.g., Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment (defined below in Section A7) as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws, regulations, and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer is solely responsible for ensuring that Customer and any end user(s) comply with all applicable law. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Cox network. Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Cox's Service, that the signals emitted into Cox's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Cox Equipment, injure its personnel or degrade service to other Customers. The magnitude and character of the voltages and currents impressed by Customer or its equipment on Cox Equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Cox Equipment and wiring or injury to Cox's employees or other persons. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Cox personnel, Cox Equipment, or the quality of service to other customers, Cox may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Cox may, upon written notice, terminate the Customer's Service(s) without liability. Cox shall not be liable for Customer's failure to fulfill any of its obligations and/or responsibilities, including those stated in this paragraph.

(ii) Customer shall not, without Cox's prior written consent, use or disclose the Confidential Information of Cox during the Term of the Agreement and for two (2) years following the expiration or termination hereof. As used herein, "Confidential Information" shall mean any non-public information owned or duly licensed by Cox relating to its respective business activities, products, services, financial affairs, technology, marketing or sales plans disclosed which are related to the Agreement and/or the Services, and received by Customer pursuant to the Agreement, including, but not limited to, the terms and pricing of the Agreement. Confidential Information shall not include information which: (i) is or becomes public knowledge through no breach of the Agreement by Customer, (ii) is received by Customer from a third party not under a duty of confidence, or is already known or is independently developed by Customer without use of or reference to the Confidential Information. Customer will take all reasonable precautions to protect Cox's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. Notwithstanding the foregoing, Customer may disclose Confidential Information: (i) to any consultants, contractors, and counsel who have a need to know such Confidential Information in connection with the Agreement and are contractually and/or legally subject to a duty of confidentiality with respect to such Confidential Information, or (ii) pursuant to legal process; provided that Customer shall, unless legally prohibited, provide Cox with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure and/or seek a protective order or other remedy. Customer shall reasonably cooperate with Cox's efforts to contest such disclosure or seek a protective order or other remedy.

A6. **Customers With Building Alarm or Security Systems.** Customer shall be solely responsible for all fire, security, surveillance or other alarm or automation equipment and systems, including any installation, inspection, maintenance, testing or monitoring relating thereto, (ii) ensuring the compatibility of the Service(s) with any such equipment and systems, and (iii) monitoring any battery back-up (including requesting a replacement battery upon battery exhaustion) provided by Cox in connection with the Service(s). Customer represents and warrants that its use of the Service(s) with any fire, security, surveillance or other alarm or automation equipment or system shall comply with all Federal, State or local laws, regulations, codes or requirements, including without limitation the National Fire Alarm and Signaling Code (as published by the National Fire Protection Association) and the International Fire Code (as published by the International Code Committee), as applicable. For the avoidance of doubt, any alarm, fire, security, surveillance, or other alarm or automation systems and related services, including video and monitoring service relating thereto, provided to Customer by Cox or its Affiliates (as defined below in Section A27) will be provided pursuant to the terms

and conditions of a separate Cox Security Services Agreement, and not this Agreement.

A7. **Equipment.** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to equipment provided by Cox (the "Cox Equipment"), and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. "Cox Equipment" does not include any RingCentral CPE (as defined below in Section A7) purchased by Customer from Cox and paid for in full by Customer. All Cox Equipment, including, without limitation, equipment, network and transmission facilities used by Cox to provide the Services under this Agreement, is the sole and exclusive property of Cox. Internal wiring beyond the Demarcation Point (as defined below in Section A15) shall not be considered Cox Equipment and shall become the property of Customer upon installation of Service. At Cox's sole option, other wiring and cabling may remain on the Customer Premises following the expiration or earlier termination of the Agreement. For video Services, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point of Customer's, or any applicable end user's as the case may be, service location(s) (such location(s) referred to herein as the "Premises") except that Customer shall be required to rent additional equipment from Cox for an additional fee if Cox transitions its analog channels to digital. Customer may also be required to provide a Customer Internal Distribution System (as defined below in Section A8), depending upon the nature of the Services purchased by Customer. Customer shall use the Cox Equipment only to receive the Services and shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. Customer is responsible for ensuring that Cox has reasonable continuous access at the Premises to the Cox Equipment (including, as the case may be, unoccupied guest rooms, etc.), the Demarcation Point and, if needed, the Customer Internal Distribution System for purposes of installation, connection/disconnection, transferring, inspecting, maintaining, repairing, upgrading, swapping, servicing and/or removing the Cox Equipment and/or the Customer Internal Distribution System, and to do all other things reasonably necessary to provide the Services as determined by Cox. Cox has the right to change, modify, rearrange, or swap the Cox Equipment at any time and Customer acknowledges that said changed, modified, rearranged, or swapped Cox Equipment may have different or fewer capabilities and features. Cox reserves the right to increase rates charged to Customer for Cox Equipment and to change any related payment terms from time to time during the Initial Term and any Extended Term(s) without prior notice. Customer shall operate any Cox Equipment in accordance with the instructions of Cox or Cox's agent. Upon and after expiration or earlier termination of the Agreement, Customer acknowledges and agrees that Cox shall have the right to enter the Premises upon reasonable notice to Customer to remove and retrieve the Cox Equipment. Such right of entry shall expressly survive the expiration or earlier termination of the Agreement. Customer is solely responsible for any damage to the Cox Equipment unless caused by the sole gross negligence or intentional misconduct of Cox. In the event the Cox Equipment is damaged, destroyed, or is not returned to Cox in good condition, Customer shall be responsible for the replacement value of the Cox Equipment. Customer may use the Services and the Cox Equipment for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Cox may charge Customer a maintenance fee for routine maintenance of any Cox Equipment, provided however that Cox is not responsible for repairing or replacing any Cox Equipment that is damaged due to misuse, abuse, vandalism, or theft.

For certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment" or "CPE"). Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement.

If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be solely responsible for providing such equipment. Cox shall not be responsible for the installation, operation or maintenance of any Customer provided equipment. Cox shall not be responsible for the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer provided equipment; or network control signaling where such signaling is performed by Customer provided

network control signaling equipment.

A8. **Customer Internal Distribution System.** In connection with certain Services, Customer may be required to provide a Customer Internal Distribution System for purposes of delivering the Service from the hand-off at the Demarcation Point to its final destination. The "Customer Internal Distribution System" shall mean all distribution plant and associated electronics, wiring and equipment necessary to distribute the Service to the designated locations on the Premises, but the Customer Internal Distribution System does not include any Cox Equipment. If the Customer Internal Distribution System exists on the Premises on the date of execution of the Agreement, Cox shall inspect such system, at Customer's expense, to determine if it meets Cox's expectations and requirements for delivery of the purchased Services. If the Customer Internal Distribution System is usable, as reasonably determined by Cox, Customer grants Cox, during the Term of this Agreement, the exclusive right to use the Customer Internal Distribution System to deliver the Service to the Premises, unless otherwise expressly agreed to by the Parties in writing. Cox reserves the right to discontinue the Service immediately if it is determined that the Customer Internal Distribution System is violating FCC signal leakage specifications or other applicable laws, rules and codes. Cox shall have the right to modify the Customer Internal Distribution System to facilitate delivery of the applicable Services to the Premises, subject to receiving Customer's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Ownership of the Customer Internal Distribution System shall remain with Customer at all times, subject to the use of such system by Cox pursuant to the Agreement. Customer, and not Cox, shall be responsible for the repair and maintenance of the Customer Internal Distribution System (including all cabling and wiring past the Demarcation Point) and agrees to keep the Customer Internal Distribution System in good working order at all times. Ownership and title to all Cox Equipment shall remain with Cox at all times. Cox shall have no obligation to repair, maintain or remove the Customer Internal Distribution System.

In the event no Customer Internal Distribution System exists within the Premises, or if the existing Internal Distribution System is not usable by Cox or up to Cox's expectations: 1) Cox may terminate the subject Services by providing Customer with written notice of termination, and Cox shall have no obligation to provide the Services, or 2) Customer may have a third party install or upgrade the Internal Distribution System so that it meets Cox's expectations at Customer's sole cost and expense, or 3) Cox will provide Customer with a price quote for the cost to Customer of Cox either installing or upgrading the Customer Internal Distribution System, as need be. If Customer accepts such price quote, Customer shall be obligated to pay Cox the cost thereof upon completion of installation or upgrades of the Customer Internal Distribution System.

During the Term of this Agreement, the Customer will not, nor will it permit others to (i) use the Customer Internal Distribution System (or any portion thereof) in a manner that causes interference with the Services, or adversely impacts or violates Cox's rights under the Agreement; or (ii) modify or connect any other device to the Customer Internal Distribution System if such action could reasonably be expected to interfere with Cox's rights under this Agreement. If Customer contacts Cox regarding a service problem and Cox confirms that Cox has been providing a signal to the Demarcation Point and that all Cox Equipment is functioning correctly, Customer shall be responsible for paying Cox's standard service call fee.

A9. **Representations and Warranties.** Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform its obligations under this Agreement; (ii) by entering into this Agreement with Cox, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; (iii) Customer is a duly organized entity in accordance with applicable law, and is qualified and authorized to do business in the location where Services are used and (iv) the person signing the Agreement is an authorized Customer representative. Customer further represents and warrants that upon payment of any invoice, Customer forever waives any claim(s) that the person signing the Agreement did not have the authority to bind the Customer and Customer shall be bound by the terms of the Agreement. Cox represents and warrants to Customer as follows: (i) the applicable Cox Affiliates are duly authorized to provide the applicable Services in the applicable "Service Areas" (as defined below); and (ii) Cox is a duly organized entity in accordance with applicable law, and is qualified to do business in the "Service Areas". For purposes of this Agreement, "Service Areas" shall mean the geographic locations within the continental United States where Cox elects to provide its Services.

A10. **Force Majeure.** Customer shall have no claim against Cox for any failure to perform its obligations hereunder, in whole or in part, as a result of or caused by (i) acts of God or natural disasters, including, without limitation, fire, flood, hurricane, inclement weather, winds, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including but not limited to a public health crisis which results in a quarantine, a stay-at-home order, a shelter in place order or other restriction on workers; (ii) civil or military action, including, without limitation, a national emergency, riot, civil insurrection, act of terrorism, threat of terrorism, or the taking of property by condemnation or eminent domain; (iii) strikes or labor disputes; (iv) fuel shortages, energy shortages, power outages, or power reductions, including without limitation, proactive power reductions or power outages by power companies for safety reason, wildfire prevention, conservation or other similar reason;(v) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (vi) delays in obtaining permits or other approvals from governmental authorities for Services provisioning; (vii) third party cable cut(s); (viii) events which make performance inadvisable, commercially impracticable, illegal or impossible; or (viii) any other causes beyond the reasonable control of Cox (each a "Force Majeure" event).

A11. **E-Rate Customers.** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program, this paragraph shall apply. Customer shall apply annually to the Schools and Libraries Division of the Universal Service Administrative Company, "SLD," for E-Rate funding, and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests, including, without limitation, as part of the Program Integrity Assurance (PIA) process or any other requests for documentation within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied or loses SLD funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if Customer does not request enough funding to cover full payment for Services, including for applicable Taxes, Fees and Surcharges, Customer is responsible for full payment to Cox for all Services, and Cox may elect to decrease or discontinue the level of Services provided to Customer if full payment is not received. Further, as clarification, Customer is always responsible for payment in full for any E-Rate ineligible Services or charges. If full E-Rate funding is not received within six (6) months of the application date, or by the opening of the application window for the following funding year, then upon written notice to Customer, Cox may terminate the Agreement without further liability to Customer and Customer shall pay Cox the applicable early termination fees and any unpaid non-recurring charges.

The auto-renewal provisions in the Agreement shall not apply for E-Rate reimbursed Services. For E- Rate reimbursed Services, the Agreement may be renewed on an annual or other basis upon mutual agreement of the Parties. Customer's continued use of or payment of the E-Rate reimbursed Services after the expiration of the then-current Term shall be deemed Customer's consent to renew the Agreement for an additional year. The E-Rate reimbursed Services may be upgraded or modified at any time via a mutually agreeable written amendment to the Agreement at the upgrade service pricing identified in the Agreement, the service pricing in Cox's proposal to Customer's solicitation for offers (RFP, RFQ, etc.), or other mutually agreeable pricing.

A12. **Compliance with AUP.** Customer (including any end users of the Service(s)) shall comply with the AUP and applicable law at all times. In particular, and without limitation, Customer (including any end users of the Service(s)) shall not use the Service or any part of the Service in any manner which infringes or violates Cox's or any third party's copyright, patent, trade secrets, trademark, moral rights, right of privacy, right of publicity, or any other proprietary rights. Customer is solely responsible for ensuring that any and all end users of the Service(s), whether authorized by Customer or not, comply with this Section, including, without limitation, Cox's AUP. Customer shall comply in all respects with the Digital Millennium Copyright Act (DMCA), including without limitation, by adopting and reasonably implementing, and informing all end users of the Service(s) of, a policy that provides for the termination in appropriate circumstances of Customer's subscribers and account holders who are repeat infringers under Section 512(i) of the DMCA, and by responding expeditiously upon receipt of a notice of claimed infringement to remove or disable access to material that is claimed to be infringing, to the extent required by the DMCA. Cox may suspend and, in appropriate circumstances, terminate

any Service, or a portion of any Service, at any location without notice, if Cox in its sole discretion reasonably believes Customer, or any end user of the Service(s), may be violating the AUP or this Section or may be using the Service(s) in violation of applicable law, including without limitation, by repeated infringement of copyright or failure to comply with the DMCA. Customer is responsible for providing to Cox the contact information and email address for Customer's designated DMCA agent for any DMCA related infringement claim notice that Cox may be required to provide to Customer in accordance with applicable law. Customer must immediately inform Cox in writing if the designated DMCA agent contact information or email address is changed or modified during the Term of the Agreement and provide this updated information to Cox. Failure by Customer to adhere to these DMCA notice requirements shall constitute a Default as defined in Section A4 of these General Terms. Customer shall indemnify, defend and hold harmless Cox and all Cox Related Parties (as defined below in Section A19) from and against any claims, actions, or demands relating to or arising out of Customer's failure to provide current and accurate designated DMCA agent information. Cox shall not be liable for Cox's suspension or termination of Services arising from an alleged or actual violation of the AUP, this Section, or applicable law. Cox's termination pursuant to this Section of any Service that is part of a bundle offering shall not be a basis for termination of this Agreement by Customer. Cox shall not be liable to Customer for any failure to enforce the AUP or this Section. The failure of Cox to enforce the AUP or this Section for any reason does not constitute a waiver of its right to do so at a later time. Any breach of this Section by Customer or any end users of the Service(s) shall be deemed a Default of this Agreement by Customer.

A13. **Privacy Policy.** Use of the Service(s) is subject to Cox's privacy policy, which is posted at https://www.cox.com/aboutus/policies/business- annual-privacy-notice.html and is incorporated into the Agreement by this reference. In the event of a conflict between the provisions of this Agreement and any provision of the privacy policy, the applicable provision of the privacy policy shall prevail. Cox is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policy. Customer assumes all privacy and other risks associated with providing personal information to third parties via the Services. Customer and Cox do not intend that Cox will receive or have access to any personal information of Customer's end-users in providing its Services. Customer assumes all privacy notice and consent obligations to its end-users regarding any collection, use or disclosure of the end-users' personal information, including any personal information that may be disclosed to or accessed by Cox in providing its Services. Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from and against any claims, actions or demands, including without limitation, claims, actions or demands from Customer's end users, or any regulatory agency or person, that arise, in whole or in part, from Customer's collection, use or disclosure of its end users' personal information in breach of this Agreement or in violation of applicable privacy laws.

RingCentral Services will be governed by RingCentral's privacy notice ("RC Privacy Notice"), available at:https://www.ringcentral.com/legal/privacy-notice.html

A14. **Wireless Delivery.** In certain situations, Cox may deliver Services to Customer through certain wireless transport devices or wireless network facilities. If Cox is delivering Services wirelessly and there is signal interference with such Service and Cox cannot resolve the interference by using commercially reasonable efforts, then Cox may terminate the applicable Service without further liability to Customer by providing Customer with at least thirty (30) days' prior written notice.

A15. **Demarcation.** The "Demarcation Point" is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The Demarcation Point will be determined solely by Cox based on the applicable Service(s) ordered by Customer. For information purposes only and without representation that this is the specific Demarcation Point for Customer, the common demarcation point (1) for Cox's telephone Service is (a) the punch-down box installed by Cox at Customer's location, (b) the telephone closet within the Premises, or (c) the Cox-owned network equipment and the desktop telephones installed by Cox at Customer's location; (2) for Cox's video Service is either, as the case may be as determined solely by Cox for the applicable Service, (i) the video wall jack, or (ii) the location of the final cable connection that hands off video feeds to the Customer Internal Distribution System ; (3) for Cox's internet Service is the Ethernet port of

the internet connection provided to Customer by Cox; and (4) for Cox's Wi-Fi Services is the physical location of the Cox Wi-Fi access point. Unless otherwise agreed by the Parties, Customer is solely responsible for wiring, cabling, equipment and access beyond the applicable Demarcation Point(s) (i.e., on the Customer side of said Demarcation Point(s)).

A16. **Requests to Move, Add or Change Services.** Notwithstanding anything to the contrary in this Agreement, Cox in its sole discretion may accept and process requests from Customer to move, add or change Services under this Agreement. All moves, adds and changes are subject to Cox's approval and are subject to the terms and conditions of this Agreement. Additional charges may apply to any move, add, or change request. Customer agrees that any new or additional Services ordered by Customer are automatically subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in the Agreement, Cox may refuse any request to modify the Services, including, without limitation, requests to increase or decrease Services or add new locations.

A17. **Truck Roll.** If a Cox technician is required to visit the Premises (a "Truck Roll"), Customer must provide Cox with contact information and any other information reasonably related to the trouble, outage, or installation. If the Cox technician is dispatched and the technical issue is determined by Cox to be the fault of a party other than Cox, or if Cox is unable to complete an installation or otherwise deliver Service due to the fault of the Customer, Cox shall assess a flat Truck Roll charge to Customer plus an additional fee determined on a time-and-materials basis.

A18. **Cancelled and After-Hour Appointments.** Cox reserves the right to charge Customer a cancellation fee for missed appointments if Customer fails to cancel the appointment at least twenty-four (24) hours in advance of the scheduled appointment. Cox also reserves the right to charge Customer a fee for appointments scheduled outside of Cox's normal local business hours. The cancellation and after-hours fee will be determined by Cox at the time of Customer's cancellation request or request for an after-hours appointment.

A19. **Indemnity.** Customer shall indemnify, defend and hold Cox and its parent companies, subsidiaries, Affiliates, and Cox suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a "Cox Related Party", and collectively, the "Cox Related Parties") harmless from and against any claim, action, or demand relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or any end users of the Services, or (b) Customer's use of the Service(s), including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or any end users of the Services,
(i) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s) infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees, agents or any end users using the Services; and/or (iv) violation of the Cox AUP by Customer, its employees, agents or any end users of the Services.

A20. **LIMITATION OF LIABILITY/ DISCLAIMER OF WARRANTIES.** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR COX'S PROVISION OF THE SERVICES.

COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND THAT COX'S SERVICES OR EQUIPMENT WILL WORK WITH OR SUPPORT ANY THIRD-PARTY SERVICE, OR THAT ANY

THIRD- PARTY PROVIDED SERVICES WILL WORK WITH OR SUPPORT ANY COX SERVICE. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF ANY THIRD-PARTY SERVICES OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR ANY INFORMATION SHARED WITH CUSTOMER'S THIRD-PARTY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES THAT COX IS NOT A PARTY TO CUSTOMER'S CONTRACT WITH ANY THIRD-PARTY SERVICE PROVIDER. HOWEVER, ANY SUCH AGREEMENT BETWEEN CUSTOMER AND A THIRD-PARTY SERVICE PROVIDER SHALL NOT MODIFY OR SUPERSEDE CUSTOMER'S AGREEMENT WITH COX OR ANY OF CUSTOMER'S OBLIGATIONS IN THIS AGREEMENT.

COX'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE LESSER OF (I) THE FEES PAID OR OWED BY CUSTOMER UNDER THE AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE DATE THE CLAIM ARISES OR (II) ANY OTHER APPLICABLE LIMITATION ON COX'S LIABILITY. CUSTOMER AGREES THAT, UNDER ALL OF THE CIRCUMSTANCES, THE THREE (3) MONTHS' FEES LIMITATION ON COX'S LIABILITY IS FAIR AND REASONABLE.

EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEETHAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

ADDITIONAL LIMITATIONS ON COX'S LIABILITY FOR COX INTERNET SERVICES OR ANY OTHER SERVICE, SUCH AS CERTAIN VOICE SERVICES, THAT USE THE INTERNET: THE PUBLIC INTERNET IS USED BY NUMEROUS PERSONS AND ENTITIES INCLUDING, WITHOUT LIMITATION, OTHER COX INTERNET SUBSCRIBERS. AS IS THE CASE WITH ALL SHARED NETWORKS LIKE THE PUBLIC INTERNET, THERE IS A RISK THAT CUSTOMER COULD BE SUBJECT TO "EAVESDROPPING." THIS MEANS THAT OTHER PERSONS OR ENTITIES MAY BE ABLE TO ACCESS AND/OR MONITOR CUSTOMER'S USE ON THE INTERNET. IF CUSTOMER POSTS, STORES, TRANSMITS, OR DISSEMINATES ANY SENSITIVE OR CONFIDENTIAL INFORMATION, CUSTOMER DOES SO AT ITS SOLE RISK. NEITHER COX, NOR THE COX RELATED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT SOFTWARE PROGRAMS ARE COMMERCIALLY AVAILABLE THAT CLAIM TO BE CAPABLE OF ENCRYPTION OR ANONYMIZATION. COX MAKES NO REPRESENTATION OR WARRANTY REGARDING THE EFFECTIVENESS OF THESE PROGRAMS.

A21. **Protected Health Information.** Customers that are Covered Entities, under Medical Privacy Laws as defined below, may obtain a business associate agreement (BAA) with Cox that is available only for certain Services (RingCentral, Call Recording (i.e. Dubber), and Cox Voicemail) (the "Cox BAA"). By purchasing such Services, Customer acknowledges and agrees that it may be required to accept the Cox form BAA without changes. Customer should not provide any protected health information (PHI) to Cox in connection with its receipt of any Services. Further, any BAA entered into between Customer and Cox applies solely to those Services as outlined in such BAA, and does not apply to any other Service Customer has purchased from Cox. Except as set forth in the Cox BAA, Cox is not and does not intend to be a business associate or "contractor" as those terms are defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996) regulations, state healthcare privacy laws, or their associated regulations, as amended ("Medical Privacy Laws"). Cox has only random and infrequent access to protected health information as a conduit in the provision of its Services as necessary for transactions or required

by law and does not store any protected health information other than on a temporary basis incidental to the transition over the Services. It is Customer's responsibility to adequately protect any patient, medical, or protected health information. Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from and against any third party claims, actions or demands, including without limitation, claims, actions or demands from Customer's patients or end users, or the Department of Health and Human Services, or any other regulatory agency or person, that arise, in whole or in part, from Customer's use of Cox Services in violation of the HIPAA regulations. For any Customers that purchased RingCentral Services from Cox prior to February 9, 2026 and also received a BAA from RingCentral for such RingCentral Services prior to February 9, 2026, then to the extent that Customer has purchased any RingCentral Services and entered into a business associate agreement ("RingCentral BAA") in connection therewith, that RingCentral BAA is solely between Customer and RingCentral, Cox is not a party to such RingCentral BAA, and Customer acknowledges that Cox is neither a business associate nor a "contractor" with respect to such RingCentral Services and the provisions of this Section apply as between Cox and Customer with respect to such RingCentral Services.

A22. **Viruses, Content, Customer Information.** Software or content obtained from the use of Services may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and software. Through the use of the Services, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox Affiliate. Cox may delete any Internet traffic or e-mails that contains a virus or other harmful code.

A23. **Offshore and International Services.** Cox may determine, in its sole discretion, and at any time, whether or not to provide Services and/or any indirect, ancillary or overhead service outside of the continental United States.

A24. **Audit.** Except as explicitly provided in the Agreement, Customer shall have no right to review or audit any records of Cox or any Cox Related Party. If the Agreement explicitly permits the Customer to review or audit Cox's records, the following terms shall govern and take precedence: Customer's audit shall be strictly limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by Cox to Customer under the Agreement. Customer shall have no right to audit any Cox confidential information, including information on Cox's security/IT systems or pricing information for its vendors. Audits shall be at reasonable times and locations as mutually agreed by the Parties, at the sole cost of the Customer, and limited to once per calendar year. Customer shall execute a Non- Disclosure Agreement in a form acceptable to Cox prior to any audit.

A25. **Service Level Agreements.** If this Agreement expressly includes a 'Service Level Agreement' or similar agreement with terms providing the payment of service credits or monies in the event of service interruptions, missed repair objectives, service degradations, or any other outages related to the Services (collectively, an "SLA"), the following terms and conditions shall apply, and the service credits provided shall be Customer's sole and exclusive remedy for any and all service interruptions, missed repair objectives, degradations, outages or any other issue related to the Services (each, a "Service Interruption"):

Any amounts due from Cox to Customer under the SLA shall be in the form of service credits only. To qualify for a service credit, Customer must immediately notify Cox of any Service Interruption via the designated support telephone number. Cox will thereafter assign a trouble ticket number. Subject to any and all of the exceptions and limitations described herein, only the portion of the Service(s) experiencing a Service Interruption is eligible for a service credit and such eligibility begins only upon Cox's issuance of a trouble ticket number.

Service credits shall not be provided for any failures to meet the SLAs: (i) caused by Customer, its employees, agents or subcontractors, including without limitation, any end users of the Service; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; during

any period in which Cox is not allowed access to the Premises to access Cox Equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox AUP or any other misconduct or misuse of the Services by Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Service for testing and/or repair to Cox; or (viii) due to a Force Majeure event. In addition, service credits shall not apply (a) for Service Interruptions not reported by Customer to Cox promptly after Customer first discovered the Service Interruption, (b) where Customer reports a Service Interruption, but Cox does not verify any Service Interruption, (c) to any Service locations served via a third party (i.e., Type- II site), (d) if Customer is in breach of its Agreement with Cox, (e) if Customer has a past due balance with Cox under the Agreement, or (f) if Customer is otherwise not in good financial standing with Cox. To qualify for any service credit(s), Customer must request, in writing, the service credit within thirty(30) calendar days of a qualifying Service Interruption. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms and whether a service credit is to be issued. Customer must cooperate with Cox at all times in testing, determining and verifying the occurrence of a qualifying Service Interruption. In any calendar month, Customer's combined credits for the affected Services shall be limited to no more than one (1) full MRC for the affected Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for service credits are subject to review and verification by Cox. If Cox is providing any Managed Service(s) (such as Managed Router or Managed Wi-Fi) to Customer in addition to the underlying transport or Internet service, Customer shall not be authorized to receive service credits under more than one SLA for any individual qualifying Service Interruption.

A26. **Resale Prohibited.** The Services covered by this Agreement are for Customer's use only. Unless expressly authorized in writing by Cox in this Agreement or formal written amendment to this Agreement, or as otherwise required by applicable law, Customer shall not resell the Service(s) (or any portion thereof) to any other person or third party. Cox may revoke its permission to allow resale at any time upon notice to Customer. Notwithstanding the foregoing, Customer shall never resell any video Services. If Cox determines that Customer is or has resold (i) any video services or (ii) any other Services without express written permission in this Agreement or formal written amendment to this Agreement, Cox may immediately terminate the applicable Service(s) and/or this Agreement (or any portion thereof) upon notice to Customer and Customer shall pay the applicable termination fee. Nothing in this Agreement shall prohibit Cox from doing business with or attempting to do business with any potential customer, even if any potential customer may have been a customer of Customer in the past or is currently purchasing services from Customer.

A27. **Assignment.** Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox reserves the right to not disclose any Customer Proprietary Network Information ("CPNI") to any third party that assumes this Agreement from Customer. Cox may assign, delegate or transfer this Agreement, in whole or in part, without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (each an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Cox Services may be provided by one or more Affiliates.

A28. **Notices.** Notices under this Agreement shall be in writing and delivered to the persons or offices of the Parties stated herein. A written notification by Cox may include, without limitation, electronic notice and/or notice via an invoice, billing insert or other billing communication sent to Customer. The effective date of any electronic notice hereunder shall be the day that such notice was sent. The effective date of any non-electronic notice hereunder shall be the three (3) business days from the date such notice was sent. The mailing addresses of the Parties are set forth below: To Cox: at the address set forth on the Agreement, with a copy to: Cox Communications, Inc., 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328, Attn: Vice-President, Cox Business, Legal Department; and to Customer at the address set forth in the Agreement.

A29. **Fraud or Misuse of the Services.** Customer shall not misuse the Services, Cox Equipment, or any Cox provided software. Such misuse includes but is not limited to: (i) violation of applicable law; (ii) use in a manner that adversely interferes with Cox's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services, such as to avoid paying for Services; (iv) use in a manner that infringes the intellectual property

or other rights of Cox or any third party including copying, modifying, reverse engineering, uploading, downloading or reselling any content or software; (v) sending content or messages or otherwise engaging in communications that are abusive, obscene, lewd, lascivious, filthy, excessively violent, harassing, illegal, fraudulent, threatening, defamatory or an invasion of privacy;(vi) modifying or tampering with Cox Equipment in any manner other than as expressly authorized by Cox; (vii) engaging in telemarketing, fax broadcasting, spam, junk or other unsolicited email;(viii) intercepting a third party's communications or accessing or attempting to access another party's account or otherwise circumvent any security measures; (ix) uploading any virus, worm or malicious code; (x) using automated connections that allow web broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer file sharing; (xi) using as a substitute or back-up for private lines, or full-time or dedicated data connections; (xii) network hacking and "denial of service" attacks; (xiii) using unauthorized software or devices to maintain continuous active Internet connections when the connection would otherwise have entered idle mode; (xiv) engaging in 'robocalling' or continuous or extensive call forwarding or long distance abuse; or (xv) auto dialers, power dialers, any type of automatic outbound dialing or predictive calling/dialing system, or the functional equivalent of any of these systems. Customer is solely liable for any misuse, unauthorized use and for controlling access to the Services, Cox Equipment, Customer equipment, and software including payment of any charges incurred as a result of any such misuse or unauthorized use by Customer or any end user of the Service(s). Cox may immediately terminate Service(s) and/or this Agreement upon notice to Customer for any violation of this provision and Customer shall be liable for the applicable early termination fees. Cox shall determine, in its sole discretion, whether any misuse is occurring or has occurred.

Cox may further disconnect Service without notice if Cox believes the Services are being used with the intent to defraud Cox or threaten the integrity or security of the Cox network or facilities. This fraudulent activity includes, but is not limited to, fraudulently placing and/or receiving calls and/or providing false credit information to Cox or its representatives. Customer is responsible for payment of all charges for Services furnished, including charges for Services originated, or charges accepted, at Customer's telephone number. Customer's responsibility also includes all charges associated with the fraudulent use of Services either by Customer, its employees, any end users of the Services, or any other users who gain access to the Premises, the Cox Equipment, or any Customer equipment, including, but not limited to, any unauthorized users, who are able to "hack" or gain unauthorized access to Customer's network or equipment.

A30. **Shortage of Equipment or Facilities.** Cox reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond Cox's control. Cox maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with any user's transmission to another carrier. In addition, Cox reserves the right to limit call duration when deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. Cox will incur no liability for call interruptions resulting from Cox's efforts to avoid such degradation. The furnishing of service under the Agreement is subject to the availability on a continuing basis of all the necessary equipment and facilities and is limited to the capacity of Cox's fiber optic cable facilities as well as facilities Cox may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of Cox. The furnishing of service under the Agreement is subject to the availability of adequate numbering resources and may be subject to Cox's implementation of interconnection arrangements with the incumbent local exchange carriers.

A31. **Changes.** Cox, in its sole discretion, may modify, add, supplement and/or remove any of the General Terms and/or any related policies and linked terms from time to time ("Revisions") upon written notice to Customer by any means specified in Section A28 hereof and all such Revisions will be effective thirty (30) days after notice is issued ("Opt-Out Period") unless Customer opts out as described in this paragraph. Customer may opt out of the Revisions by providing written notice to Cox via email at CBOptOut@cox.com or via a letter sent by U.S. Mail or Overnight Delivery to the Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328, stating that Customer is opting out of the Revisions. Customer's written notification to Cox must include the Customer's name, address and account number, the name and position of the person submitting the notification on behalf of the Customer, as well as a clear

statement of which Revisions Customer is opting out of. Customer must submit its written notice opting out of the Revisions within the thirty (30) day Opt-Out Period, or Customer shall be deemed to accept the Revisions. Further, Customer's continued use and/or payment for Services after the thirty (30) day Opt-Out Period shall also be deemed acceptance of all Revisions. If Customer opts out of any Revisions, Cox may either (i) immediately terminate the Agreement without penalty or liability to Customer or (ii) provide notice to Customer that the opted-out Revisions will not apply to Customer for the duration of the then-current Initial Term and/or Extended Term(s), as applicable. Until Cox provides notice of its election of option (i) or (ii) in the preceding sentence, the Agreement shall continue under its most recent contract terms excluding any Revisions properly opted out of by Customer. This paragraph states Customer's sole and exclusive remedy for any Revisions. Notwithstanding anything to the contrary in this Agreement, Cox may make Revisions that it deems are minor or concern products or services which are not currently under contract with Customer, and such updates shall be deemed effective after the update is posted online, with or without prior notice to Customer.

Cox may also update its AUP and privacy policy from time to time, and such updates shall be deemed effective after the update is posted online, with or without prior notice to Customer. Accordingly, Customer should check the AUP and privacy policy web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the policies. Cox's action or inaction in enforcing the AUP shall not constitute review or approval of Customer's or any other users' use or a waiver of any of its rights under the Agreement.

A32. **DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER (THE "DISPUTE RESOLUTION PROVISION").**

IF CUSTOMER FOLLOWS THE PROCEDURES SET FORTH IN SUBPARAGRAPH (B) BELOW, CUSTOMER HAS THE RIGHT TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE PARTIES' AGREEMENT OR WRITTEN NOTICE OF THE ADDITION OF THIS DISPUTE RESOLUTION PROVISION (THE "ARBITRATION OPT-OUT PERIOD"). OTHERWISE, CUSTOMER SHALL BE REQUIRED TO SETTLE ANY DISPUTES IT MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

(A). Arbitration Requirement. EXCEPT AS OTHERWISE STATED IN THE DISPUTE RESOLUTION PROVISION, THE PARTIES SHALL ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims, disputes, or controversies between Customer and Cox, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory ("Dispute") that arise out of or in any way relate to this Agreement, or any of the Services or products that Cox provides to Customer (including but not limited to amounts that Cox charges Customer for Services or products provided, any alleged breach related to the collection, retention or disclosure of Customer's personal information, and any alleged violation of Cox's privacy policy or the AUP). The Parties shall also arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to Customer by Cox or any of its affiliated entities under any other agreement. "Dispute" is to be given the broadest possible meaning that will be enforced.

(B). OPT OUT. CUSTOMER MAY OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE BY NOTIFYING COX OF THAT INTENT DURING THE ARBITRATION OPT-OUT PERIOD BY SENDING EITHER AN EMAIL TO COX AT CBOPTOUT@COX.COM OR A LETTER SENT VIA U.S. MAIL TO COX LEGAL DEPARTMENT, ATTN: LITIGATION COUNSEL, 6205B PEACHTREE DUNWOODY ROAD, ATLANTA, GA 30328, STATING THAT CUSTOMER IS OPTING OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A). CUSTOMER'S WRITTEN NOTIFICATION TO COX MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COX THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE, IF IT CHOOSES TO DO SO, WILL

HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COX OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COX. IF CUSTOMER OPTS OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE FOLLOWING THE PROCEDURE OUTLINED HEREIN, THAT OPT OUT WILL REMAIN IN EFFECT IF COX MODIFIES THIS SECTION IN THE FUTURE OR CUSTOMER AGREES TO A NEW TERM OF SERVICE UNDER THIS AGREEMENT. HOWEVER, IF CUSTOMER ENTERS INTO A NEW AGREEMENT WITH COX THAT INCLUDES ITS OWN DISPUTE RESOLUTION OR ARBITRATION PROVISION AND CUSTOMER WANTS TO OPT OUT OF THAT PROVISION, CUSTOMER WILL NEED TO FOLLOW THE INSTRUCTIONS IN THAT AGREEMENT FOR OPTING OUT. Notwithstanding the agreement to arbitrate that is described in subsection (A) above, Customer and Cox may bring appropriate Disputes (as further described below) against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

(C). EXCLUSIONS FROM ARBITRATION. THE PARTIES AGREE THAT THE FOLLOWING SHALL NOT BE A 'DISPUTE' SUBJECT TO ARBITRATION: (1) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (2) ANY DISPUTE THAT ARISES BETWEEN COX AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); (3) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE AN APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY SUCH AS THE FEDERAL COMMUNICATIONS COMMISSION (FCC); AND (4) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

(D). Restrictions. CUSTOMER MUST CONTACT COX WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT COX WITHIN THIRTY (30) DAYS AS PROVIDED IN SECTION A1 OF THESE GENERAL TERMS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(E). Class Action Waiver. Customer and Cox agree that all Disputes between Customer and Cox will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. An arbitrator appointed pursuant to this Agreement shall not be authorized to arbitrate any claim on a class action or consolidated basis or on any bases involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other subscribers, or other persons. If Customer or Cox brings a claim in small claims court, the class action waiver will apply, and neither party can bring a claim on a class or representative basis. Furthermore, neither Customer nor Cox may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by Customer or Cox. The Parties agree that this class action waiver is an essential part of this Dispute Resolution Provision and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire Dispute Resolution Provision will not apply to any Dispute between Customer and Cox, except for the provisions of subparagraph (I) waiving the right to jury trial. This class action waiver may not be severed from the arbitration agreement.

(F). Arbitrator Authority. The arbitration between Customer and Cox will be binding. In arbitration, there is no judge and no jury. Instead, the Dispute will be resolved by an arbitrator, whose authority shall be governed by the terms of this Agreement. Customer and Cox agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond Customer and Customer's dealings with Cox. An arbitrator shall not be authorized to rule or act contrary to law. Judicial review of arbitration decisions is limited.

(G). Informal Dispute Resolution. Customer and Cox agree that Customer will try to resolve disputes informally before resorting to arbitration. If Customer has a dispute, Customer shall first call Cox Customer Care at the number listed on Customer's monthly bill statement. If the Cox representative is unable to resolve Customer's

dispute in a timely manner, Customer shall notify Cox of the dispute by sending a written description of Customer's claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 so that Cox can attempt to resolve the dispute with Customer. If Cox does not satisfactorily resolve Customer's claim within 30 calendar days of receiving written notice of Customer's claim to Cox Customer Care, then Customer may pursue the claim in arbitration. Neither Customer nor Cox may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. Customer shall send written notice of its intent to file for arbitration to Cox via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205 B Peachtree Dunwoody Road, Atlanta, GA 30328. If Cox is sending Customer a written notice of its intent to file for arbitration, Cox will send notice to the last known address of record Cox has on file for Customer.

(H). Arbitration Procedures. Customer and Cox agree that this Agreement and the services Cox provides to Customer affects interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All arbitrations shall be conducted by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures as modified by this Dispute Resolution Provision. NAM's Comprehensive Dispute Resolution Rules and Procedures and additional information about NAM are available on its website at www.namadr.org or by calling 1-800-358-2550. If the claim asserted in arbitration is for less than $75,000, the NAM Administrator will determine whether a party is to be classified as a consumer. If the claim asserted is for $75,000 or more, the arbitration will be treated as commercial in nature. If there is a conflict between NAM's rules and this Dispute Resolution Provision, this Dispute Resolution Provision shall control. To initiate arbitration, Customer must send a letter requesting arbitration and describing Customer's claims to Cox at CBOptOut@cox.com or via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. Customer must also comply with the NAM's rules regarding initiation of arbitration. Cox will pay all filing fees and costs for commencement of arbitration, but Customer will be responsible for Customer's own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or applicable law. Cox will not seek to recover its fees and costs from Customer in the arbitration, even if allowed under the law, unless Customer's claim has been determined to be frivolous. The arbitration will be held in the county of the billing address where Cox provided Customer service and either party may appear either in person or by telephone.

(I). Jury Trial Waiver. If for any reason the arbitration requirement described in subparagraph (A) is found to be illegal or unenforceable, or if Customer opts out of this arbitration per subparagraph (B) above, and/or a claim is brought that is excluded from arbitration as described in this Dispute Resolution Provision, the Parties expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY to the fullest extent permitted by applicable law. Customer acknowledges that a jury trial waiver means that a judge rather than a jury will decide the dispute(s) between Customer and Cox if, for any reason, the dispute is not subject to arbitration.

(J). Survival. This Dispute Resolution Provision survives the termination of the Agreement. If Customer brings a claim against Cox after termination of the Agreement that is based in whole or in part on events or omissions that occurred while Customer was a Cox customer, this Dispute Resolution Provision shall apply.

A33. Miscellaneous. This Agreement with Customer includes the terms and conditions set forth in the CSA, MSA or other agreement incorporating these General Terms, whichever is applicable, these General Terms, the tariffs (as applicable), the SGs (as applicable), and any other documents referenced in the Agreement. The aforementioned documents constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, to the extent that an MSA, CSA, amendment, Service Order, or other document that is part of the Agreement (e.g. exhibit, attachment, etc.), signed by both Parties expressly references and modifies these General Terms or any other part of the Agreement, then the conflicting term of such MSA, CSA, amendment, Service Order, or other document that is part of the Agreement, will govern for the limited purpose set forth in the MSA, CSA, amendment, Service Order or other document that is part of the Agreement. Notwithstanding anything to the contrary in this provision, to the extent that any third party

terms that apply to a Service are incorporated into these General Terms and conflict with any other provision of this Agreement, such third party terms govern Customer's use of the applicable Service. Except as provided above in this Miscellaneous provision, the documents shall prevail in the following order (except where applicable law requires the tariff to take precedence):

For the MSA: (i) these General Terms; (ii) any terms incorporated into the Agreement including without limitation the AUP, the Cox privacy policy, and the Cox Internet Service Disclosures; (iii) the applicable Cox tariff or SG; (iv) any MSA Amendment to the extent it applies; (v) the applicable Service Order; and (vi) the MSA.

For the CSA: (i) these General Terms: (ii) any terms incorporated into the Agreement including without limitation the AUP, the Cox privacy policy, and the Cox Internet Service Disclosures; (iii) the applicable Cox tariff or SG; (iv) any CSA Amendment to the extent it applies; (v) any CSA Special Conditions provision to the extent it applies; (vi) the Service Terms; and (vii) the CSA.

Capitalized Terms used in these General Terms and not defined herein will have the meanings ascribed to such terms in the Service Terms, as applicable. If any term of this Agreement is, to any extent, illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement and the obligations of the Parties shall be subject to modification by Cox to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. Customer agrees that State and Federal regulations may apply to Services and that, in the event of any change to such regulations, Services may be modified to be consistent with, and Customer's use of Services must be consistent with, such regulations. Except as otherwise provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the Parties. The rights and obligations of the Parties under this Agreement shall be governed by the laws of the State where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. The relationship created between the Parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed created hereunder. There are no third party beneficiaries to this Agreement, except as expressly provided in this Agreement. Customer's acceptance of this Agreement occurs upon the earlier of: (a) execution of this Agreement by Customer or Customer's representative, including without limitation, Customer's or Customer's representative's electronic signature on this Agreement; (b) Customer's use of any Service provided under this Agreement; or (c) Customer's retention of any Cox Equipment for more than thirty (30) days after Customer's receipt of such Cox Equipment. Except as expressly set forth in this Agreement, neither party shall use, publicize, or issue any press release which includes the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates, without the prior written consent of such other party.

A34. **Scope of Agreement.** This Agreement is for Cox to provide Services. Unless otherwise explicitly agreed to in the Agreement, this Agreement is not for Cox to perform any construction, alteration, demolition, installation, repair or maintenance work of any kind paid for in whole or in part out of public funds. Any construction, alteration, demolition, installation, repair or maintenance work that Cox may perform in connection with or related to this Agreement will be solely to expand or maintain Cox's own facilities to provide Services to Customer and/or to other Cox customers, at Cox's option. All Cox facilities, including without limitation any such newly constructed facilities will be and shall remain the sole property of Cox. Customer shall have no ownership over, control of, or exclusive rights to use, such Cox facilities.

A35. **Regulatory Authority.** The Services may be subject to filing with the regulatory authority with jurisdiction over the Services. If the Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit Cox to make an appropriate filing. In some states, the Agreement may not be effective until approved by such regulatory authority. If this Agreement, any Services, and/or the related filing documents are not approved by the applicable regulatory authority, Cox may terminate this Agreement or Service(s), as applicable. This Agreement and the obligations of the Parties shall be subject to modification to

comply with all applicable laws, regulations, court rulings, administrative orders, and State public utility commission rules, as required.

A36. **Ownership.** Except as expressly set forth in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other party's intellectual property. As between the Parties, Cox owns all rights, title and interest in and to the Services.

A37. **Feedback.** If Customer provides Cox with feedback and/or suggestions about the Services, then Customer hereby grants Cox an irrevocable, perpetual, sublicensable right and license to fully exploit and use that feedback and suggestions for any purpose whatsoever, including, but not limited to, incorporation into the Services, resale and/or the creation of derivative works.

A38. **Third-Party Provided Service.** In the event Cox utilizes a third-party provider to furnish the Services to Customer, Customer acknowledges and agrees any terms and conditions imposed on Cox by such third-party provider may take precedence over any term and conditions described within this Agreement, including, but not limited to, any technical specifications, performance specifications, service type, Service Level Agreements, or installation timeframes, as determined by Cox in its sole discretion.

For any Service provided via a third-party provider, Cox may pass through any outage credits Cox actually receives from the applicable third-party provider, not to exceed the Credit Allowance amount as defined by this Agreement. In the event Customer terminates a Service provided by a third-party provider other than for Default by Cox, Customer shall be responsible for any third-party provider fees assessed and sent to Cox, in addition to any other early termination liability described in this Agreement.

A39. **Artificial Intelligence.** Cox may utilize or provide artificial intelligence (AI) technologies to enhance the Services and improve user experience. IN ADDITION TO ANY OTHER DISCLAIMER OF WARRANTIES DESCRIBED IN THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, SECTION A20 OF THE GENERAL TERMS, COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND RELATED TO THE AI/ML MATERIALS (as defined below) AND ANYTHING CREATED USING AL. NOTWITHSTANDING ANYTHING TO THE CONTRARY, COX SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS, INCLUDING WITHOUT LIMITATION ANY INTELLECTUAL PROPERTY RELATED TO, OR FOR ANY INDEMNITY CLAIMS IN CONNECTION WITH, CUSTOMER, COX', OR ANY THIRD PARTY'S USE OF AL, THE AI/ML MATERIALS, OR FOR ANYTHINGCREATED USING AI. Customer further acknowledges and agrees that AL and any AI technologies, including without limitation those available with the Services (i) are based upon emerging technology, (ii) may generate output that is inaccurate, incorrect, misleading, or offensive, (iii) are not designed for or intended to meet Customer's regulatory, legal, or other obligations, and (iv) may produce output that is identical or similar to the output generated for other customers or competitors. Customer is solely responsible for assessing the accuracy of any output generating using AL, which may include employing human review of the output. Customer shall not use any AL or any AI/ML Materials where a failure or such use could result in death, injury, environmental damage, property damage or other material harm (examples of prohibited uses include using AI for medical advice, investments, financial advice, risk assessment, or other high risk advice). Customer acknowledges that Cox makes no assurances that AL or any AI/ML Materials are suitable for any high-risk use. The AI systems employed by Cox may include, but are not limited to, machine learning algorithms, natural language processing, and automated decision-making tools (collectively, the "AI/ML Materials"). Customer acknowledges and agrees that any AI/ML Materials utilized by Cox shall, as between Customer and Cox, remain the property of Cox.

A40. **Change to Services**. Customer acknowledges and agrees that Services are subject to change due to changes in technology, availability of equipment and materials, third-party relationships, and other factors within or outside of Cox's control. Accordingly, Cox reserves the right to suspend, modify, or terminate any Service(s) in whole or in part, either temporarily or permanently, with or without notice. Cox reserves the right to add or remove features and capabilities from the Services, and some features may only be available to Customer at an additional cost. Customer agrees that Cox shall not be liable for any damages resulting from any modification or cessation of any Service(s).

A41**. Third Party Technology.** Services may be provided by one or more third-parties (each, a "Third Party Technology"), which Cox may identify to Customer on Customer's Agreement, billing statement, or other product documentation, if applicable. To the extent provided by third-parties, Customer's use of the Services may be additionally subject to the Third-Party Technology provider(s)' terms set forth in the applicable section of this Agreement (individually and collectively, "Third-Party Terms"). In the event of a conflict between the Third-Party Terms and any other term or condition of the Agreement, the Third-Party Terms shall control with respect to the purchase and/or use of the applicable Services, to the extent such Service is provided by a Third- Party Technology. If the Services include access to a Third-Party Technology provider's service portal or other online environment, Customer acknowledges that any such environment is outside Cox's control and may be subject to additional Third-Party Terms, including privacy and data usage policies. In the event that Cox's agreement with a Third-Party Technology provider ends, Cox may, at its option, (a) make commercially reasonable efforts to provide substantially similar Services from another provider; or (b) terminate the Services upon no less than ninety (90) days' prior written notice to Customer, unless such notice is not reasonably practicable under the circumstances, in which case Cox will provide as much notice as practicable.

To enable installation and maintenance of any equipment required for Services (the "Network Equipment") set forth below, Customer shall provide Cox with the following: (a) complete access to the Premises to the extent required, in Cox's reasonable discretion, to complete all installation and subsequent maintenance activities associated with the Service, including Network Equipment installation locations, at agreed upon time(s) to install, turn up, and service the Network Equipment; (b) all LAN equipment to connect to the Network Equipment, which includes, but is not limited to, switches and servers; (c) the necessary connections from the Network Equipment to the Customer LAN (switches, other equipment) to ensure that the Network Equipment can adequately support the Customer LAN deployment; (d) a secure and safe location for placement of the Network Equipment and any other Cox Equipment; (e) a ready and available space for installation of equipment, including environmental conditions and power outlets suitable for the Services to be installed; and (f) a Customer point of contact, including name/position and up-to-date contact information, who will be available at all times to provide necessary access, to answer questions, and to provide relevant Customer information about the site survey, configuration requirements, any applications that are expected to be supported through the Network Equipment, and, where applicable, self-installation. In addition, Customer shall store any Network Equipment delivered by Cox in advance of installation in a safe and secure location and manner until installation is completed.

A42**. Marketing:** By providing Cox a contact telephone and/or mobile number, Customer consents to being contacted by Cox via calls, pre-recorded messages, and/or texts regarding account information, Service(s), equipment, and/or marketing of other Cox services.

B. Terms and Conditions Applicable to Internet and Network Services

In addition to all provisions in Section A above, the provisions of Section B shall also apply to all Internet and Network Service(s):

B1. **Internet Services. FOR COX INTERNET SERVICES, IN ADDITION TO THIS PROVISION AND OTHER PROVISIONS CONTAINED IN THESE GENERAL TERMS, THE "COX INTERNET SERVICE DISCLOSURES" LOCATED AT**
www.cox.com/internetdisclosures SHALL APPLY. Cox Internet Services may consist of cable modem based Services and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet bandwidth connectivity, access, modem/gateway configuration (if applicable), and a static or dynamic IP address (if applicable) together with installation of the Services as provided under this Agreement. Cox reserves the right to change an IP address at any time for any reason. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Use of data, Internet, and web conferencing/web hosting Services shall be subject to Customer and any end users complying with the AUP which may be found at coxbusiness.com/acceptableusepolicy. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP

amendment shall constitute acceptance of the revised AUP. Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUP. For cable modem delivered Internet Services, Cox will supply a cable modem ("Cox Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem (including through purchase from Cox if offered by Cox to Customer), provided that the Customer provided modem meets the requirements set forth below in Section B2. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem may be described at coxbusiness.com/cbsurchargesandfees. The one- time modem activation fee and monthly rental fee for a Cox Provided Modem is subject to change from time to time. Customer shall not tamper with, or attempt to reprogram the modem, including, but not limited to, "uncapping" the modem or affecting its bandwidth settings. Cox may terminate Internet Service to any modem that has been altered following programming or installation by Cox. The Cox Provided Modem shall be deemed "Cox Equipment" as defined in these General Terms and title shall remain with Cox at all times. Cox may employ reasonable network management practices to address bandwidth usage.

B2. **Equipment Requirements For Customer Provided Modem.** Customer may rent a cable modem from Cox or Customer may use their own cable modem with Cox Internet Service, provided that Customer's cable modem is 1) compatible with the applicable Cox Internet Service; 2) compliant with DOCSIS or other applicable transport protocol;3) reasonably clean and sanitary; and 4) in good working order. Please contact Cox Customer Care if you need more information. If Customer attempts to use a modem that is not certified for use and not compatible with the applicable Cox Service(s), and/or is not in good working order, and such use results in additional cost or expense to Cox, Cox reserves the right to charge Customer an installation or repair fee.

B3. **IP Address/Domain Name Registration.** Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the applicable domain name registrar, which may be amended from time to time. Customer shall consult its domain name registrar for complete information. Customer is responsible for payment and maintenance of domain name registration.

B4. **Cox Optical Internet with Burst Option ("Burstable Service").** Charges for the Cox Optical Internet with Burst Option ("Burstable Service") consists of three (3) components: (a) a nonrecurring charge ("NRC") per connection (unless waived); (b) a fixed monthly recurring charge ("MRC") based on the Committed Information Rate ("CIR") specified in the Customer's Agreement; and (c) a periodic charge based on usage, to the extent that usage exceeds the CIR specified in the Customer's Agreement. Customer's usage of Burstable Service is calculated by measuring samples of Customer's "Send Traffic" and "Receive Traffic" every five (5) minutes for the previous five (5) minute period. At the end of each month of the Term, the "Send Traffic" and "Receive Traffic" sample sets for that month are separately arranged from highest to lowest and the top five percent (5%) of samples for "Send Traffic" and "Receive Traffic" are discarded. The highest remaining sample (either "Send Traffic" or "Receive Traffic") is the Ninety-Fifth (95^{th}) Percentile. If the Ninety-Fifth (95^{th}) Percentile is a fraction of a megabit, it is rounded to the next full megabit and is compared to the CIR. If the Ninety-Fifth (95^{th}) Percentile is greater than the CIR, Customer will, in addition to being billed for the CIR as described in (b) above, be billed for the difference between the CIR and the Ninety-Fifth (95^{th}) Percentile and such difference shall be billed at the price per megabit described in the Agreement multiplied by the number of megabits. The Burstable Service is available on a best efforts basis only. The ability to burst is subject to availability and is limited to the burstable limits set forth in the Agreement.

B5. **Customer Purchased WiFi Service.** Customer is responsible for providing the equipment necessary for Customer, and its end users, to access the Wi-Fi Service purchased by Customer. If Customer makes the Wi-Fi Service available to other persons for use, unless expressly provided otherwise, Customer shall implement an end user license agreement approved by Cox for acceptance by those end users in connection with the Wi-Fi Service access. Customer acknowledges and agrees that because Wi-Fi Service is wireless Internet access, Customer's, or its end users', transmissions could be intercepted by unauthorized persons and Customer assumes all risks associated with offering access to, and/or use of, the Wi-Fi Service provided by Cox under this Agreement. Customer agrees to waive all claims against Cox and the Cox Related Parties for any damage, loss or liability

Customer may suffer due to any person monitoring, intercepting, disclosing, or corrupting Customer's or its end users' communications. Without limiting the foregoing, Cox and the Cox Related Parties have no liability to Customer or any end users using the Wi-Fi Service through Customer for damage or loss to any computers or software, including losses or damages caused by viruses that may infect Customer's or any end user's network, computers, devices (e.g., tablets, wireless phones or other peripherals), or other facilities through use of the Wi-Fi Service. When Customer uses the Wi-Fi Service, Cox, and/or any third party vendor utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Customer hereby consents to Cox and/or the Cox Related Parties' collection, use, transmission, processing and maintenance of such data in connection with provision of the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. ALTHOUGH COX HAS TAKEN COMMERCIALLY REASONABLE STEPS TO PROVIDE A SECURE SYSTEM WITHIN LIMITATIONS EXISTING IN NETWORK AND COMPUTER INFRASTRUCTURE, COX MAKES NO REPRESENTATION OR WARRANTY THAT (A) COMMUNICATIONS OVER THE WI-FI SERVICE SHALL BE SECURE FROM UNAUTHORIZED ACCESS, INCLUDING WITHOUT LIMITATION, MONITORING, THEFT OF DATA OR CORRUPTION OF CONTENT, OR ANY OTHER DAMAGE AND (B) THAT CUSTOMER AND/OR ANY END USERS USING THE WI-FI SERVICES WILL NOT RECEIVE A VIRUS OR OTHER MALWARE THAT DAMAGES SUCH USERS COMPUTER(S), DEVICE(S) OR NETWORK FACILITY(IES). CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH ACCESS TO THE INTERNET AND HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST COX AND ANY COX RELATED PARTY FROM AND FOR ANY LIABILITY FOR UNAUTHORIZED ACCESS, FOR SECURITY BREACHES AND/OR ALL DAMAGES ARISING FROM SUCH UNAUTHORIZED ACCESS, LOSSES OR DAMAGES.

B6. **Cox Internet Gateway, Guest Wi-Fi, and External Distribution.** If Customer has purchased Cox Internet (CBI) Service, Cox may rent to Customer, upon Customer's request, an all-in-one electronic device consisting of a cable modem and a Wi-Fi enabled LAN-side router (a "Gateway"), which shall enable Wi-Fi Service as described above ("Cox Internet Gateway Service" or "CBIG") at the Premises. If Customer requires additional Gateways from Cox, Cox will rent to Customer (i) a Gateway for the CBIG Service and a separate, dedicated Gateway to facilitate the provision of Wi-Fi Services for Customer's end users and/or to otherwise expand the Wi-Fi coverage area for Customer's Premises ("Guest Wi-Fi Service"). Customer agrees to pay Cox a non-recurring charge for the installation and activation of each Gateway and a monthly recurring charge for the rental of each Gateway from Cox. Optimal Wi-Fi end user experience for CBIG and Guest Wi-Fi Services shall not exceed fifty (50) simultaneous sessions per Gateway. Cox will not provide troubleshooting assistance directly to Customer's end users or for Customer's end users' devices. Wireless coverage area, signal strength, and speed of the CBIG, Managed Wi-Fi, and Guest Wi-Fi Services may vary and may be affected by building construction, topography, layout, and other factors. Cox does not guarantee Customer's wireless network's security against all forms of unauthorized network access. Customer is expressly prohibited from charging a fee to (including but not limited to any one-time fee, hourly, daily, monthly or other subscription or usage charges), or receiving consideration of any type from, any end user in connection with the Managed Wi-Fi, Wi-Fi Services or Guest Wi-Fi Services. Cox shall retain all ownership rights in and to all Cox Equipment including, but not limited to, the Gateway(s), modems, switches, and/or access points ("AP"), as the case may be and Customer shall return all Cox Equipment to Cox in good and working condition and in the manner described in these General Terms. All Cox Equipment provided to Customer must be returned upon service termination to avoid additional charges to Customer. Cox reserves the right to send software, firmware, code updates, downloads and/or other programs to the Gateway, and may utilize the Gateway, or any other Cox Equipment with certain Wi-Fi capabilities, and may utilize such equipment and attached wiring to distribute external Wi-Fi signals for the deployment of Cox Wi- Fi and/or Cox Cable Wi-Fi, and related similar services now or hereafter offered by Cox (such external distribution is referred to herein as, the "Cox and Cable Wi-Fi Feature"). Customer will have the right and the opportunity, at any time, to opt out of the use of its Gateway or other Cox Equipment by Cox for the Cox and Cable Wi-Fi Feature, through the customer account management tools located at www.cox.com, or by calling Cox Customer Care at the telephone number listed on Customer's bill. Customer hereby agrees not to include any descriptions or references to "Cox", "Cox Business", "Cox Communications", "Cox Enterprises", or any derivation thereof in the Service Set Identifier (SSID) naming convention for Customer's wireless network(s) at the Premises. Cox shall install the Gateway(s) and/or other Wi-Fi related Cox Equipment, as the case may be, in certain areas within the Premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of

equipment and environmental factors (i.e., neighboring wireless networks and other relevant factors). Customer must provide Cox with electric power outlets in sufficient quantity and voltage/power for the Cox Equipment. Customer must also provide Cox with adequate space on a flat countertop or side wall at the Premises to install the Gateway(s), with minimum dimensions of 8" x 24" per Gateway, and any other space necessary to permit the placement and adequate operation of any Cox Equipment for the provision of any Wi-Fi related Service purchased by Customer. Cox will provide Customer with basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support includes the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight Savings, and Firewall Enabled (Medium or Low).

B7. **Managed Wi-Fi.** In the event that Customer has purchased Managed Wi-Fi Private Package, Managed Wi-Fi Guest Package, Managed Wi-Fi Total Package, or any Managed Wi-Fi Complex or K-12 Managed Wi-Fi service or any other similar product offering (referred to individually and collectively, as "Managed Wi-Fi Service(s)") this provision shall apply. To receive Managed Wi-Fi Services, Customer must purchase, and maintain in place, Cox Internet Services at all times during the Term, it being understood that the Managed Wi-Fi Services cannot operate without Internet Services. The specific Cox Internet Service(s) required may vary depending upon the type of Managed Wi-Fi product purchased, and other determining factors. Any termination or discontinuation of such Internet Services shall cause an immediate termination or discontinuation of the Managed Wi-Fi Services, which will be subject to the applicable early termination fees. In connection with the Managed Wi-Fi Service, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply upon installation, and Customer may incur additional costs or charges after installation for configuration changes, addition or relocation of access points, changes to the product platform, or any other changes requested by Customer in connection with the Managed Wi-Fi- Services. Unless otherwise agreed to in writing by Cox, Customer shall implement an end user license agreement, or 'splash page' approved by Cox for acceptance by all end users of the Managed Wi-Fi Services. Cox will provide a portal to Customer as part of the Managed Wi-Fi Services (with a cloud- based 'User Guide' for the portal made available) to permit Customer to self-manage certain aspects of the Wi-Fi network and review certain reports. The portal will require a login by Customer. When Customer uses the Managed Wi-Fi Services, Cox, and/or any third party provider utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Managed Wi-Fi Services. Customer hereby consents to the foregoing collection, use, transmission, processing and maintenance of such data in connection with provision of the Managed Wi-Fi Services. Cox shall have no responsibility or liability with respect to any end users' computers or devices (e.g., tablets, wireless phones or other peripherals) connecting or failing to connect to Customer's network. The Managed Wi-Fi Services purchased by Customer may include Content Filtering as a product feature if purchased by Customer. "Content Filtering" is a feature that restricts network user access to websites that pose a heightened risk of harm to the network and/or end user devices or are otherwise objectionable, such as (but not limited to) pornography sites, sites that distribute malware, and sites that distribute unlicensed content. The solution is designed to filter web traffic requests leveraging a managed set of objectionable categories and reputations derived from McAfee's Global Threat Intelligence system independently of Cox. While the intelligence system is continually updated to identify new sites for filtering, there is no guarantee that new threats or objectionable sites will not appear before they are identified and filtered. The Content Filtering feature is provided "as-is" and without warranty of any kind, express or implied, and is accepted fully at the risk of Customer. Neither Cox, nor its contractors, nor any third party provider or affiliate or contractor of same who installs or provides any portion of the Managed Wi-Fi Services, will be liable for any loss, expense or damage, of any nature whatsoever, which may arise out of the operation or lack of operation of the Content Filtering component of the Managed Wi-Fi Services, or the restriction or blocking, or failure to restrict or block any selected content, data or browsing, and Customer hereby unconditionally waives any and all claims against such parties related to the foregoing. The provision of Managed Wi-Fi Services shall also be subject to all other terms and conditions in the Agreement related to the provision of Wi-Fi Services generally. The Parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the Managed Wi-Fi Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the

Managed Wi-Fi Services, and some features may only be available to Customer at an additional cost.

B8. **Managed Router.** If Customer purchases Managed Router Services of any type, which may include Managed Router with Advanced Security Services or any other similar product offering, this provision shall apply. Managed Router services may be referred to by the product name Managed Router in this Agreement, marketing materials, customer billing, and related documents, and all are referred to collectively as "Managed Router Services(s)" for purposes of this Agreement. To receive Managed Router Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term. Customer acknowledges that that the Managed Router Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed Router product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed Router Services, which may be subject to early termination fees. In connection with the Managed Router Services, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) may install certain equipment, which may include a router (referred to herein as the "Router") upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer shall not alter or tamper with the Managed Router Service, the Router or any other Cox Equipment unless expressly authorized in writing by Cox to do so. As part of the Managed Router Service, Customer shall maintain passwords for Customer's end user accounts through Customer's authentication server to enable remote access. Customer's use of the Managed Router Service is subject to applicable Cox user guides which Cox may provide, and Customer agrees not to use the Service in violation of same.

Customer shall notify Cox of any breach of security of which Customer becomes aware, and which may have an impact on Cox's network or provisioning of the Managed Router Services. Cox reserves the right to suspend, modify, or terminate the Managed Router Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Router Services, and some features may only be available to Customer at an additional cost. Customer agrees that Cox will not be liable for any damages resulting from any modification or cessation of the Managed Router Services.

B9. **SD-WAN.** If Customer purchases SD-WAN Services of any type or any other similar product offering, this provision shall apply. SD-WAN Services may also be referred to by the product names SD-WAN, Advanced Managed COI/CFI, Managed COI, and/or Managed CFI in this Agreement, marketing materials, customer billing, and related documents, and all are referred to collectively as "SD-WAN Services(s)" for purposes of this Agreement. To receive SD-WAN Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term. Customer acknowledges that the SD-WAN Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of SD-WAN Services product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the SD-WAN Services, which may be subject to early termination fees. In connection with the SD-WAN Services, Cox (or a third-party provider or an affiliate, contractor or subcontractor of same) may install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer shall not alter or tamper with the SD-WAN Services or any other Cox Equipment unless expressly authorized in writing by Cox to do so. The SD-WAN Service(s) provided to Customer may employ equipment and/or services from Velocloud, Fortinet, Broadcom, or Meraki, which are each a Third-Party Technology, as defined above. Customer's Third-Party Technology is identified on Customer's CSA, MSA, and/or via Customer's MyAccount portal. In addition to the terms of this Agreement, Customer's use of the SD-WAN Services is subject to the Third-Party Terms set forth below, as applicable, based on Customer's Third-Party Technology. In the event of a conflict between the Third-Party Terms and any other term or condition of this Agreement, the Third-Party Terms shall control with respect to the purchase and/or use of the SD-WAN Services. Cox reserves the right to update the Third-Party Terms, including without limitation Third-Party Terms related to Meraki (a vendor for a new offering provided by Cox in late 2025) at any time without prior notice.

A. Velocloud Terms: Customer shall be subject to an End User Agreement (including without limitation the Data Processing Addendum found at https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf). Customer shall have no right to sublicense or transfer the VSP Service (as defined in the applicable agreement between Velocloud and RapidScale), to any third party other than in connection with a permitted assignment of an end user contract. THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND VELOCLOUD DOES NOT WARRANT THAT THE FUNCTIONS OR FEATURES CONTAINED WITHIN THE PRODUCTS WILL MEET COX'S OR CUSTOMERS' REQUIREMENTS, OR WILL OPERATE IN ANY COMBINATION WHICH MAY BE SELECTED FOR USE BY COX OR CUSTOMERS, OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS THAT MAY EXIST IN THE PRODUCTS WILL BE CORRECTED. VELOCLOUD DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NOTWITHSTANDING ANY FAILURE OF THE PURPOSE OF ANY LIMITED REMEDY, VELOCLOUD'S ENTIRE LIABILITY FOR BREACH OF WARRANTY AND FAILURE TO CURE AS PROVIDED THEREIN SHALL BE LIMITED TO THE REMEDIES SET FORTH WITH SUCH WARRANTY. If Customer provides VeloCloud with suggestions, modifications, improvements or other feedback to the Service, then VeloCloud may freely use such feedback.

B. Fortinet Terms: Except as permitted under applicable laws, Customer shall not disassemble, decompile, or otherwise reverse engineer any Licensed Programs (as defined in the applicable agreement between Fortinet and Cox (the "Fortinet Agreement")), in whole or in part. The Products (as defined in the Fortinet Agreement) and services may be subject to the United States Export Administration Regulations and other import and export laws; diversion contrary to United States law and regulation is prohibited. Customer shall comply with all applicable international and national laws that apply to the Products and Services as well as customer, end-use, and destination restrictions issued by U.S. and other governments. For additional information on U.S. export controls see www.bis.doc.gov. While Fortinet takes commercially reasonable and industry standard technical and organizational steps to ensure the security of the Services, it is not responsible for the accidental loss or destruction of any data any Customer transmits using the applicable service and Fortinet disclaims all liability of any kind in relation to the content or security of data that any Customer sends or receives through the service. Further, Fortinet does not guaranty the accuracy of the reports, which may be compromised by various network incidents that impact data collection and accuracy; e.g. network outages, hardware upgrades, and the like. Customer agrees and acknowledges that Fortinet may be required by law to provide assistance to law enforcement, governmental agencies and other authorities. Accordingly, Customer agrees (i) that Fortinet may implement and maintain an interception capability suitable to meet these requirements where Fortinet and/or partners are obliged by law to ensure or procure that such a capability is implemented and maintained; (ii) that Fortinet may implement and maintain a data retention capability for the Service to meet requirements where Fortinet and/or its partners are obliged by law to ensure or procure that data is retained; and (iii) Fortinet may at times cooperate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by Customer. If Fortinet is required to do so by law, this may include but is not limited to, disclosure of Customer's contact information to law enforcement authorities or rights-holders.

C. Broadcom Terms: Customer shall be subject to the Broadcom End User Agreement, (https://www.broadcom.com/company/legal/licensing) (excluding any terms governing payments, pricing, delivery, and discounts as such terms are between Customer and Cox). Customer agrees that Broadcom may use any feedback provided Customer related to any Broadcom Offering (as defined in the applicable agreement between Broadcom and Cox) for any Broadcom business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works. Due to the nature of computer software, Broadcom does not warrant that operation of Broadcom Offerings will be error-free or uninterrupted.

B10. **Wavelength Service Best Effort Restoration Feature.** The Cox Wavelength network allows for automatic restoration of Wavelength services in certain instances. If a Wavelength service experiences a fiber cut or other major outage, the Wavelength service may be automatically rerouted across another non- affected path, if available. Once the Wavelength service has been restored, traffic will revert to the original path. Any Wavelength service with automatic traffic rerouting shall not be considered a protected or enhanced Wavelength service. Automatic traffic rerouting is a best-effort feature provided at no additional cost as a potential operational benefit to Customer. Cox shall be subject to no liability, and Customer shall not be entitled to any credits, in the event the automatic restoration described in this Section B10. fails to occur. If Customer purchases diverse routes to the applicable Wavelength from other service providers and wants to deactivate this automatic restoration feature, Customer must inform Cox in writing and request deactivation.

B11. **Managed Firewall.** If Customer purchases Managed Firewall Services of any type, this provision shall apply. Managed Firewall services may be referred to by the product names Managed Firewall, COI Firewall, and/or Cloud Firewall in this Agreement, marketing materials, customer billing, and related documents, and all are referred to collectively as "Managed Firewall Services" for purposes of this Agreement. To receive Managed Firewall Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term. Customer acknowledges that the Managed Firewall Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed Firewall product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed Firewall Services, which may be subject to early termination fees. In connection with the Managed Firewall Services, Cox (or an affiliate, contractor or subcontractor of same) may install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer shall not alter or tamper with the Managed Firewall Service or any Cox Equipment unless expressly authorized in writing by Cox to do so. As part of the Managed Firewall Service, Customer shall maintain passwords for Customer's end user accounts through Customer's authentication server to enable remote access. Customer's use of the Managed Firewall Service is subject to applicable Cox user guides which Cox may provide, and Customer agrees not to use the Service in violation of same. Customer shall notify Cox of any breach of security of which Customer becomes aware, and which may have an impact on Cox's network or provisioning of the Managed Firewall Services. Customer acknowledges and agrees that neither Cox nor any third-party provider guarantees that there will be no security breaches, incidents, problems or threats to Customer's network or systems and that the Managed Firewall Services are intended only to help identify such threats. Neither Cox nor its third-party providers shall be responsible for any security breach or other incident that Customer experiences. Without limiting any other provision of the Agreement, Cox does not warrant, and expressly disclaims any warranty that, the Managed Firewall Services will be error free or that they will detect and/or respond to all threats or malicious activity directed at Customer, Customer's network or Customer's systems. Further, Cox takes no responsibility for any security breaches, incidents, problems or threats that may occur as a result of Cox's or its third-parties providers' fulfillment of Customer's instructions.

B12. **Net Assurance.** If Customer purchases Net Assurance, this provision shall apply. Net Assurance Services may be referred to by the product names Net Assurance and/or Business Continuity in this Agreement, marketing materials, customer billing, and related documents, and all are referred to collectively as "Net Assurance" for purposes of this Agreement. To receive Net Assurance, Customer must purchase, and maintain in place at the Premises, Cox Business Internet, Cox Fiber Internet, or other Cox Internet Services and/or Cox Networking Services as required by Cox, at all times during the Term. Customer acknowledges that Net Assurance cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Net Assurance product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Net Assurance Services, which may be subject to early termination fees. In connection with Net Assurance, Cox (or a third-party provider or an affiliate, contractor or subcontractor of same) may install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer shall not alter or tamper with the Net Assurance device or any other Cox

Equipment unless expressly authorized in writing by Cox to do so. Customer's use of the Net Assurance Service is subject to applicable Cox user guides which Cox may provide, and Customer agrees not to use the Service in violation of same. Customer acknowledges that the Net Assurance equipment contains a cellular connection and a battery intended to maintain service in the event of a power outage. The battery life is limited to up to two (2) or up to four (4) hours, depending on the product version Customer chooses. Customer shall keep the equipment plugged in to an electrical outlet at all times to maintain its charge. Customer acknowledges that, in the event of a power outage, cellular backup will be limited to the life of the battery. Customer shall check the equipment on a weekly basis to ensure both that it remains plugged in to a power outlet and connected to Customer's internet gateway. Customer shall contact Cox for service if at any time the indicator lights on the equipment do not indicate proper function. Customer acknowledges and agrees that the cellular backup service is solely intended to provide connectivity to Customer's internet equipment due to a temporary internet service outage in the business location identified on Customer's CSA or other services agreement. Customer shall not at any time move the Net Assurance equipment or attempt to use it in any location except where originally installed, without express written consent from Cox. Customer further acknowledges that the Net Assurance equipment uses a cellular connection which consumes data. In the event of excessive consumption of cellular data, Cox reserves the right to limit the data speed or capacity available to provide cellular backup service for the remainder of the then-current billing period without notice to Customer.

B13. **Managed SD Network.** If Customer purchases Managed SD Network Services of any type or any other similar product offering, this provision shall apply. Managed SD Network Services may also be referred to by the product name Managed SD-Network and/or Managed Internet Edge in this Agreement, marketing materials, customer billing, and related documents, and all are referred to collectively as "Managed SD Network" for purposes of this Agreement. The Managed SD Network Service(s) provided to Customer may employ equipment and/or services from Meraki or another Third-Party Technology identified on Customer's CSA or MSA. To receive Managed SD Network, Customer must purchase, and maintain in place at the Premises, Cox Business Internet, Cox Fiber Internet, or other Cox Internet Services and/or Cox Networking Services as required by Cox, at all times during the Term. Customer acknowledges that Managed SD-Network cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed SD-Network product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed SD Network Services, which may be subject to early termination fees. In connection with Managed SD-Network, Cox (or a third-party provider or an affiliate, contractor or subcontractor of same) may install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer shall not alter or tamper with the Managed SD Network device or any other Cox Equipment unless expressly authorized in writing by Cox to do so. Customer's use of the Managed SD Network Service is subject to applicable Cox user guides which Cox may provide, and Customer agrees not to use the Service in violation of same. In addition to the terms of this Agreement, Customer's use of the Managed SD Network Services is subject to the applicable Meraki terms. In the event of a conflict between such Meraki terms and any other term or condition of this Agreement, the Meraki terms shall control with respect to the purchase and/or use of the Managed SD Network Services. Customer acknowledges and agrees that neither Cox nor Meraki guarantees that there will be no security breaches, incidents, problems or threats to Customer's network or systems and that the Managed SD Network Services are intended only to help identify such threats. Neither Cox nor Meraki shall be responsible for any security breach or other incident that Customer experiences. Without limiting any other provision of the Agreement, Cox does not warrant and expressly disclaims any warranty that the Managed SD Network Services will be error free or that they will detect and/or respond to all threats or malicious activity directed at Customer, Customer's network or Customer's systems. Further, Cox takes no responsibility for any security breaches, incidents, problems or threats that occur as a result of Cox's or its third-parties' fulfillment of Customer's instructions. Customer acknowledges and agrees that the Managed SD Network cellular backup service is solely intended to provide connectivity to customer's internet equipment due to a temporary internet service outage in the business location identified on Customer's Agreement. Customer shall not at any time move the Managed SD Network equipment or attempt to use it in any location except where originally installed, without express written consent from Cox. Customer further acknowledges that the Managed SD Network equipment uses a cellular connection which consumes data. In the event of excessive consumption of cellular

data, Cox reserves the right to limit the data speed or capacity available to provide cellular backup service for the remainder of the then-current billing period without notice to Customer.

B14. **MalBlock Service.** If Customer purchases the Cox MalBlock Service (as "MalBlock Service" is defined below), this provision shall apply. The MalBlock Service is a service designed to prevent Customer's (i) Local Area Network (LAN) connected devices or (ii) Corporate Wi-Fi connected devices from accessing known malicious or unwanted Internet domains when Customer is utilizing Cox Internet Service. For the purpose of this Section B14, "Corporate Wi-Fi" shall mean the Wi-Fi network provided by Customer to its employees which uses the same configurations and settings as the applicable Customer LAN. Customer is responsible for configuring its LAN and Corporate Wi-Fi so that the MalBlock service applies to the devices connected to such LAN and Corporate Wi-Fi. Further, Customer shall manually configure any Internet device using static DNS providers in order for MalBlock Service to function on such device. Customer acknowledges and understands that the MalBlock Service is not an antivirus or firewall software and will not protect against inbound attacks on Customer's network. MalBlock Service will not block an Internet domain unless (i) Cox has blacklisted such Internet Domain and determined, in its sole discretion, that such Internet domain is potentially malicious or (ii) Customer has configured its web filtering policies to prevent access to such Internet domain or category of Internet domains in which such Internet domain may be included. Customer shall be solely responsible for configuring its web filtering policies, and Cox shall have no responsibility or liability with respect to the same. To receive MalBlock Services, Customer must purchase and maintain Cox Internet Service at all times during the Term, it being understood that the MalBlock Service cannot operate without such underlying Cox Internet Service. Any termination or discontinuation of such Cox Internet Service may result in an immediate termination or discontinuation of the MalBlock Services, which may be subject to early termination fees. MalBlock Service will not prevent an Internet connected device from accessing Internet domains if such device: (i) is not utilizing a Cox Internet Service, (ii) is not connected to the Internet via Customer's correctly configured LAN or Corporate Wi-Fi, (iii) is connected to the Internet via Customer's 'Guest' Wi-Fi network, or any other Wi-Fi network other than Customer's correctly configured Corporate Wi-Fi, including one provided by Cox, (iv) is connected via direct IP-to-IP communication (including via virtual private network technology), or (v) is connected to the Internet through LTE backup service. Customer acknowledges and agrees that the MalBlock Service is a best-effort service and may not be error-free. Cox shall have no liability for any failures by the MalBlock Service to prevent Customer's LAN or Corporate Wi-Fi connected devices from accessing malicious or unwanted Internet domains that were intended to be blocked by (i) Cox's pre-determined blacklist or (ii) Customer's web and Internet domain filtering policies. The MalBlock Service is further subject to any and all disclaimers of warranty and limitations of liability provided for within this Agreement, including, without limitation, these General Terms, including Section A20 of the General Terms. In addition, Customer's Malblock service is subject to the following additional terms when used on a mobile basis: malblock-mobile-end-user-license-agreement.pdf.

B15. **Internet Threat Blocker Service (ITB)**. If Customer subscribes to Cox Internet Services, Cox may provide the Cox ITB Service (as "ITB Service" is defined below), in which case this provision shall apply. The ITB Service is a service designed to prevent Customer's (i) Local Area Network (LAN) connected devices or (ii) Corporate Wi-Fi connected devices from accessing known malicious or unwanted Internet domains when Customer is utilizing Cox Internet Service. For the purpose of this Section B15, "Corporate Wi-Fi" shall mean the Wi-Fi network provided by Customer to its employees which uses the same configurations and settings as the applicable Customer LAN. Customer is responsible for configuring its LAN and Corporate Wi-Fi so that the ITB Service applies to those devices connected to such LAN and Corporate Wi-Fi selected by Customer for the ITB Service. Further, Customer shall manually configure any Internet device using static DNS providers in order for ITB Service to function on such device. Should Customer wish to discontinue use of ITB Service, Customer shall manually change the DNS configuration to remove ITB Service. Customer acknowledges and understands that the ITB Service is not an antivirus or firewall software and will not protect against inbound attacks on Customer's network. ITB Service will not block an Internet domain unless Cox has blocked such Internet Domain and determined, in its sole discretion, that such Internet domain is potentially malicious. To receive ITB Services, Customer must purchase and maintain Cox Internet Service at all times during the Term, it being understood that the ITB Service cannot operate without such underlying Cox Internet Service. Any termination or discontinuation of such Cox Internet Service may result in an immediate termination or discontinuation of the ITB Services. ITB

Service will not prevent an Internet-connected device from accessing Internet domains if such device: (i) is not utilizing a Cox Internet Service, (ii) is not connected to the Internet via Customer's correctly configured LAN or Corporate Wi-Fi, (iii) is connected via direct IP-to-IP communication (including via virtual private network technology), or (iv) is connected to the Internet through LTE backup service. Customer acknowledges and agrees that the ITB Service is a reasonable effort service and may not be error-free. Cox shall have no liability for any failures by the ITB Service to prevent Customer's LAN or Corporate Wi-Fi connected devices from accessing malicious or unwanted Internet domains that were intended to be blocked by Cox's pre-determined blocked list. The ITB Service is further subject to any and all disclaimers of warranty and limitations of liability provided for within this Agreement, including, without limitation, these General Terms, including Section A20 of the General Terms. In addition, Customer's ITB Service is subject to the following additional terms when used on a mobile basis: malblock-mobile-end-user-license-agreement.pdf.

C. Terms and Conditions Applicable to Voice and Tariffed Services

In addition to all provisions in Section A above, the provisions of Section C shall also apply to all Voice Service(s):

C1. **Voice Services Generally.** "Voice Service(s)" or "voice service(s)" shall mean the following Cox Business Services: Telephony Basic, Centrex, VoiceManager, IP Centrex, PRI Trunks, SIP Trunks, VoIP, any RingCentral Services, and any other voice telephone service or feature. Voice Services are subject to change from time- to-time by Cox in its sole discretion. Upon at least thirty (30) days' prior written notice to Customer, Cox may discontinue, change, or modify certain Voice Services, and certain capabilities or features associated with Voice Services, including without limitation how certain features associated with Voice Services are accessed.

If Cox transitions Voice Services to a different network platform, or if Cox performs certain maintenance or upgrade activities, or for any other reason as determined by Cox in its sole discretion, Cox may itself, or request the Customer, add, change or modify certain equipment or software at Customer's Premises in order for Customer to continue to receive the Voice Services.

If Customer purchases RingCentral Services, Customer and its use of such RingCentral Services shall also be subject to the End User Terms for Cox Customers set forth at https://www.ringcentral.com/legal.html (the "End User Terms for Cox Customers"). In the event of any conflict between the End User Terms for Cox Customers (including any additional agreements, attachments, weblinks, terms, guidelines, codes, and/or policies set forth therein) and this Agreement (including, without limitation, the Service Terms, the General Terms, and the AUP), the End User Terms for Cox Customers shall govern and control.

C2. **Telephone Numbers.** Cox will reserve the telephone number(s) for Customer's new telephone Voice Service. Reserved telephone numbers may change prior to the time of installation of Service. Customers should not use, publish or advertise reserved telephone numbers until Service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these telephone numbers. The Customer has no property right in the telephone number(s) associated with Cox's telephone Voice Service, however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone Voice Service. After activation of Service, Cox reserves the right to change Cox assigned telephone numbers subject to federal or state law, or telephony industry guidelines. Additional terms and conditions related to telephone numbers are contained in Cox's local exchange tariffs or if applicable, in the SGs (defined below in Section C3). If Customer purchases RingCentral Services, Customer shall be subject to the "RingCentral Numbering Policy" (https://www.ringcentral.com/legal/policies/numbering-policy.html). In the event of any conflict between this Section C2 and the RingCentral Numbering Policy, the RingCentral Numbering Policy shall govern and control.

C3. **Tariffs/Service Guides.** If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions

for the Cox Service Guides for that State (the "SG"), which may be found at http://www.cox.com/phonetariffs and which terms are incorporated herein by reference. Tariffs and the SG apply to both residential and business services even if designated as residential on the web address referenced in the preceding sentence. Cox may amend such tariffs and the SG, and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the expiration of the Term set forth in the Agreement. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

C4. **911 Access.** Customer shall provide notice to Cox (i) at the time of execution of this Agreement or (ii) during the Term, at least 30 days in advance, if the Services are to be used to provide 911, E911, or NG911 capabilities to a public safety answering point, statewide default answering point, or appropriate local emergency authority (collectively "911 Access"). Cox may terminate this Agreement without liability as to any Services used to provide 911 Access at any time and for any reason by providing at least sixty (60) days' notice to Customer. Voice Services and Cox Equipment shall not be used for 911 Access prior to Cox's complete installation and activation of Services.

C5. **Usage and Additional 911 Access Terms.** THE TERMS AND CONDITIONS ABOUT COX'S 911 AND USAGE PRACTICES AT THE FOLLOWING LINK SHALL APPLY AND ARE INCORPORATED HEREIN: coxbusiness.com/e911. If Customer purchases Cox Business Connect with RingCentral Services ("RingEX Services"), Customer and its use of the RingEX Services shall be subject to RingCentral's Emergency Services Policy (https://www.ringcentral.com/legal/emergency-services.html) (the "RingCentral Emergency Services Policy"). For RingEX Services, Customer is responsible for maintaining accurate Customer information related to 911 in the RingCentral platform. In the event of any conflict between this Section C5 and the RingCentral Emergency Services Policy, the RingCentral Emergency Services Policy shall govern and control. If Customer purchases Cox Business Contact with RingCentral Services ("RingCX Services"), Customer acknowledges and agrees that 911 Emergency calls are not supported and may not be placed or sent through RingCX Services. Customer with RingCX Services shall be responsible for using alternative systems to place 911 Emergency calls.

911 Registered Address Location. All Voice Services have at least one (1) registered physical address for 911 purposes. All Voice Services, except for those explicitly described as being non-mobile nomadic (capable of being used in multiple fixed locations), provided under this Agreement are only intended for use at the single registered physical address installed by Cox. If Customer relocates some or all of the telephones provided with the telephone Service under this Agreement, it is Customer's sole responsibility to notify Cox in order to update 911 location information and there may be a delay for the Customer's new address to be updated. In addition, customers can enter enhanced location information (for example, with floor or office in an office building) for 911 purposes through the MyAccount portal. Customers are solely responsible for inputting and/or verifying their enhanced location information via the MyAccount portal. VoiceManager IP Centrex Service customers do not have access to enhanced location information or non-mobile nomadic features in all areas, in which case, Cox will only provide E911 emergency agencies the billing telephone number and address associated with that number. If Customer is using a Private Branch Exchange ("PBX") in connection with the Services, Customer must consult with Cox and ensure that the PBX provides Cox the telephone number and location information the Customer wishes to be provided to agencies receiving E911 emergency calls. The telephone number and location information choices available to Customer if using a PBX may vary, depending upon the services ordered, but will default to the billing telephone number if not otherwise specified.

For all Voice Services, which are expressly described as being non-mobile nomadic in nature (for example, Teleworker, National Number with Teleworker, or any IP Centrex service utilizing a third-party unified communications app, such as Cisco WebEx or Microsoft Teams), customers have the ability to enter specific location information for addresses in the United States in addition to the billing address into the ALI (Automatic Location Identification) database and are solely responsible for inputting and/or verifying their specific location

information. Customer shall ensure that the specific location information for 911 purposes remains correct and current at all times, including, without limitation, for voice calling applications, teleworker, and other remote calling features. Customers using Cox products or a third-party unified communications app relying on Cox databases will enter their specific location information for 911 purposes via MyAccount. Integration with unified communications apps can vary and users may receive differing prompts and amounts of prompting to update their specific location information for 911 purposes. Regardless of app prompts, Cox routes all such 911 calls based on the information contained in the specific location information, accessible via My Account. Customers shall refer to the user materials provided by Cox, available at http://www.coxbusiness.com/starthere, to ensure that their unified communications apps settings are configured properly to work with Cox Services. In these instances, Cox will store and process the location information in My Account.

Some customers may choose to rely on cloud-based unified communications apps, instead of Cox, to serve as their virtual Multi-Line Telephone System (MLTS) operator and handle certain 911 functions. For example, customers with Cloud Voice for Microsoft Teams have selected Microsoft Teams as their virtual MLTS operator, so Microsoft Teams is responsible for complying with MLTS regulatory requirements, such as, but not limited to, Kari's Law dialing and notification requirements (ensuring that users are not required to dial any digits before 911 to access emergency services and that a notification is sent to a centralized contact whenever a 911 call is placed); collecting, storing, and processing 911 location information; and routing 911 calls to a 911 operator or PSAP (Public Safety Answering Point). Cox does not guarantee or warrant that virtual MLTS systems are compliant with FCC 911 requirements or will route 911 calls properly. In addition, Cox, at its sole discretion, may pass through to Customer and Customer agrees to pay any and all per 911 call operator charges it receives from the operator for Customer's 911 calls placed over a virtual MLTS systems that are routed to an intermediary operator before being routed to a PSAP.

NEITHER COX NOR ANY COX RELATED PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE VOICE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 TELEPHONE CALL INCLUDING WITHOUT LIMITATION IN CONNECTION WITH (A) CUSTOMER ATTEMPTS TO USE A NON-NOMADIC SERVICE AT AN ADDRESS WHERE EQUIPMENT WAS NOT INSTALLED BY COX, CUSTOMER'S FAILURE TO UPDATE OR INPUT ACCURATE 911 SPECIFIC LOCATION INFORMATION FOR ANY NON-MOBILE NOMADIC VOICE SERVICE OR ENHANCED LOCATION INFORMATION FOR ANY VOICE SERVICE, (C) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL BY USING OR ENABLING THE SHARED CALL APPEARANCE (SCA) FEATURE OR BUTTON ON ANY TELEPHONE(S) PROVIDED AS A PART OF THE COX VOICEMANAGER IP CENTREX SERVICE, (D) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL USING ANY THIRD-PARTY SOFTWARE, APPLICATION, VIRTUAL MLTS SYSTEM, OR 911 PROVIDER (E) A NON-MOBILE NOMADIC CALL PLACED OUTSIDE OF THE CONTIGUOUS UNITED STATES; (F) A NON-MOBILE NOMADIC CALL PLACED FROM A LOCATION OTHER THAN THE ADDRESS LISTED AS THEIR SPECIFIC LOCATION INFORMATION; (G) INTERRUPTION, DISCONNECTION OR REMOVAL OF ANY EQUIPMENT OR OTHER SERVICE NECESSARY TO RECEIVE VOICE SERVICE, (H) REMOVAL, DISCONNECTION, DAMAGE TO, OR FAILURE TO CHARGE NECESSARY BACK-UP BATTERIES; (I) CUSTOMER'S FAILURE TO CONFIGURE A UNIFIED COMMUNICATIONS APPLICATION TO ALLOW PROPER INTEGRATION WITH COX'S VOICE SERVICE, OR (J) FAILURE TO PROVIDE LOCATION INFORMATION OR CORRECT LOCATION INFORMATION FOR 911 PURPOSES TO OR FROM A THIRD- PARTY UNIFIED COMMUNICATIONS APPLICATION, VIRTUAL MLTS SYSTEM OR 911 PROVIDER.

C6. **PIN Access.** The Federal Communications Commission ("FCC") requires Customer to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account.

C7. **Letter of Agency.** Where applicable, the Letter of Agency executed in connection with this Agreement shall be valid during the Term of this Agreement for all telephone lines purchased under this Agreement that are ported to Cox, RingCentral, or the applicable third party service provider.

C8. **Long Distance (State-to-State and International Telephone Services).** If Customer subscribes to or uses any long distance (State-to- State and/or International) telephone Services from Cox, such Services

shall be provided pursuant to the additional terms and conditions contained in the Long Distance Phone Services Agreement which may be found at https://www.cox.com/aboutus/policies/business-customer-phone-agreement.html and the applicable terms and conditions at https://www.cox.com/content/dam/cox/aboutus/documents/Surcharges_and_Fees.pdf?sc_id=cb_cbdm_cb_cb_cbsurchargesandfees_cbvanity_cbT317, all of which are incorporated into the Agreement by this reference.

C9. **Universal Service Programs.** In connection with the FCC's Universal Service Orders, Cox will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Cox passes through the USF assessment to Customer by assessing a charge applicable against all retail interstate and international charges, including Customer's usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. Cox's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support. In States with individual State-sponsored Universal Service Programs, Cox will pay a percentage of its retail revenues to support the individual State funds. Cox will pass- through the funds' assessments, by State, to its customers by assessing a charge applicable against all retail intrastate charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's Service. The State Universal Service Program assessment percentages are determined by each State's Fund Administrator.

C10. **Off-Network Voice Services.** Non-mobile nomadic Services may be used in multiple fixed locations only in the contiguous United States and require a broadband Internet connection at all times. If used in locations outside of the boundaries of Cox's network or if used at a location that is not a Cox Business Internet customer, Customer is responsible for obtaining its own non-Cox Business- provided broadband Internet connection, as non- mobile nomadic Services cannot operate without a broadband Internet connection and is subject to Cox's rights to terminate the Service if Cox determines in its sole discretion that the location where is the Service is received or used is unacceptable to Cox. Any interruptions, degradations, outages or any other issues related to broadband Internet connections may cause interruptions, degradations, outages or other issues with non-mobile nomadic voice Services provided by Cox. THEREFORE, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY NON-MOBILE NOMADIC VOICE SERVICES (INCLUDING RINGCENTRAL) RELYING ON NON-COX BUSINESS PROVIDED BROADBAND INTERNET CONNECTIONS, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE, REGARDLESS OF THE CAUSE. NO SERVICE CREDITS OR REMEDIES UNDER ANY SERVICE LEVEL AGREEMENT SHALL APPLY FOR NON-MOBILE NOMADIC VOICE SERVICES. Any installation, repair, troubleshooting, and/or Truck Rolls for non-mobile nomadic voice Services outside of Cox's market area may require additional fees and expenses to be paid by Customer beyond Cox's normal charges for in-market Services. The provision of non-mobile nomadic voice Services shall also be subject to all other applicable terms and conditions in the Agreement related to Voice Services generally. The Parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate non-mobile nomadic voice Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from non-mobile nomadic voice Services, and some features may only be available to Customer at an additional cost.

C11. **Backup Power/E911.** For IP-based voice Services, Cox will install IP-based voice line terminating equipment, which may include embedded multimedia terminal adapters (eMTAs), integrated access devices (IADs), and/or voice gateways. This Cox Equipment, and any other Cox-provided Equipment referenced herein, shall at all times remain the sole and exclusive personal property of Cox, notwithstanding installation at or attachment to Customer's Premises. IP-based voice Services will not operate or access E911 in the event of a power outage without backup power and are referred to herein as "Power Dependent Voice Lines."

For any Customer purchases of Power Dependent Voice Lines after July 1, 2024, Customer shall notify Cox whether such Power Dependent Voice Lines shall be designated as a "Critical Line" or a "Standard Line" based on Customer's intended use. Any designations of Critical Lines shall be reflected on the face of this Agreement or the applicable Service Order. A "Critical Line" is a Power Dependent Voice Line that is used to carry traffic deemed by Customer to require enhanced reliability, such as alarm lines, elevator lines, and security lines. A "Standard Line" is a Power Dependent Voice Line purchased and/or installed after July 1, 2024 that is not designated a Critical Line.

Any Power Dependent Voice Line purchased and/or installed by Cox prior to July 1, 2024 shall be deemed a "Legacy Line", unless otherwise designated in the Agreement or the applicable Service Order.

Cox will provide Customer with backup power for Cox-provided voice line terminating equipment and Cox-provided transport equipment associated with Critical Lines. Customer is responsible for providing backup power for all other equipment connected to Critical Lines on Customer's Premises. Cox does not provide backup power for any Cox Equipment associated with a Standard Line. Customer is responsible for monitoring the performance of any backup power source provided by Cox that provides power to any eMTA(s) associated with Legacy Lines. Upon Customer's request, Cox will provide Customer with a replacement backup power source for eMTA(s) associated with Legacy Lines until Cox provides Customer with at least thirty (30) days' prior written notice of a change in policy. For Legacy Lines without an eMTA, Customer is responsible for backup power for all Cox Equipment and all Customer equipment on Customer's Premises.

IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S STANDARD LINES (INCLUDING ANY LINES PROVIDED TO CUSTOMER BY A THIRD PARTY SERVICE PROVIDER THAT ARE RESOLD BY COX UNDER THIS AGREEMENT) AND CUSTOMER'S LEGACY LINES WITHOUT A COX PROVIDED EMTA WILL NOT OPERATE WITHOUT A CUSTOMER-PROVIDED POWER SOURCE, AND CUSTOMER WILL NOT HAVE ACCESS TO E911 IN SUCH EVENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S LEGACY LINES WITH A COX PROVIDED EMTA MAY NOT OPERATE DEPENDING ON THE CONDITION OF THE COX PROVIDED BACKUP POWER SOURCE, AND CUSTOMER MAY NOT HAVE ACCESS TO E911 IN SUCH EVENT. IN THE EVENT OF A POWER OUTAGE, COX PROVIDED BACKUP POWER SOURCES THAT ARE FULLY CHARGED WILL POWER CUSTOMER'S CRITICAL LINES (INCLUDING ACCESS TO E911) FOR UP TO 8 HOURS, EXCEPT WHERE COX IS UNABLE TO PLACE AND OPERATE NETWORK BACKUP POWER EQUIPMENT DUE TO SAFETY CONCERNS SUCH AS, BUT NOT LIMITED TO, NATURAL DISASTERS, WILDFIRE CONDITIONS, FORCED GOVERNMENT EVACUATIONS, AND FUEL SHORTAGES. DURING THE TERM OF THIS AGREEMENT, COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OF CUSTOMER TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF (A) CUSTOMER REMOVES, UNPLUGS, DISCONNECTS, OR DAMAGES ANY COX PROVIDED LINE TERMINATING EQUIPMENT OR OTHER COX EQUIPMENT OR (B) CUSTOMER FAILS TO CHARGE THE BATTERY FOR SUCH EQUIPMENT AT ANY TIME. COX USES CUSTOMER'S VOICE SERVICE ADDRESS TO IDENTIFY CUSTOMER'S LOCATION FOR E911 SERVICE. IF COX PROVIDED LINE TERMINATING EQUIPMENT OR OTHER COX EQUIPMENT INSTALLED AT CUSTOMER'S PREMISES IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE CUSTOMER'S CORRECT ADDRESS. CUSTOMER SHALL NOTIFY COX IF IT WOULD LIKE TO MOVE OR RELOCATE ITS VOICE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR CUSTOMER'S NEW ADDRESS TO BE UPDATED.

C12. **Cortelco Analog Telephones Handsets.** If Customer leases or purchases Cortelco analog telephone handsets from Cox, the additional terms and conditions at coxbusiness.com/cortelcophones shall apply.

C13. **Call Recording.** Cox does not currently provide call recording as a first party feature of its Services but may refer Customer to third party services. If Customer enables any third-party call recording service, Customer expressly authorizes Cox to share Customer's information with the third- party provider, including, without limitation, Customer's name, telephone number(s), and email address. If Customer purchases RingCentral Services from Cox, certain call recording features may be available to Customer as a part of such RingCentral Services. If Customer, or any end user of the Service, records any telephone call or conversation using Cox Equipment or Services provided by Cox (including with the use of any third-party service or equipment), Customer is solely responsible for ensuring that Customer and any end user(s) comply with all applicable law. Recording a conversation without the other party's consent may be illegal in certain States.

COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND REGARDING THE QUALITY ASSOCIATED WITH ANY RECORDING MADE USING ANY COX EQUIPMENT OR SERVICES OR THE EQUIPMENT OR SERVICES OF ANY THIRD-PARTY. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY IF THE RECORDING MADE USING COX EQUIPMENT OR SERVICES, OR THE EQUIPMENT OR SERVICES OF ANY THIRD-PARTY, FAILS OR IS OF POOR QUALITY. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND THAT COX'S SERVICES OR EQUIPMENT WILL WORK WITH OR SUPPORT ANY THIRD-PARTY SERVICES OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF ANY THIRD-PARTY SERVICES OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR ANY INFORMATION SHARED WITH RINGCENTRAL OR CUSTOMER'S THIRD-PARTY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES THAT COX IS NEITHER A CALL RECORDING SERVICE PROVIDER NOR A PARTY TO CUSTOMER'S CONTRACT WITH ANY THIRD PARTY SERVICE PROVIDER (INCLUDING RINGCENTRAL). HOWEVER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY SUCH AGREEMENT BETWEEN CUSTOMER AND A THIRD PARTY SERVICE PROVIDER SHALL NOT MODIFY OR SUPERSEDE CUSTOMER'S AGREEMENT WITH COX OR ANY OF CUSTOMER'S OBLIGATIONS IN THIS AGREEMENT. Customer shall indemnify, defend and hold harmless Cox, its Affiliates, employees, directors and shareholders and the Cox Related Parties from and against any and all claims, actions or demands arising from or related to recordings made using the Services, any Cox provided Equipment or any third-party services or equipment. Customer is solely responsible for any services or additional equipment that may be necessary (e.g., such as a USB device, storage or memory devices) and Cox has no responsibility to provide or support such equipment or services.

C14. **Audio On Hold.** If Customer purchases or otherwise uses any audio on hold Services (including music on hold), CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMISSIONS, LICENSES AND CLEARANCES FOR RECORDING, MODIFYING AND PERFORMING COPYRIGHTED AND/OR PROTECTED MUSIC OR OTHER CONTENT IN CONJUNCTION WITH, OR THROUGH, AUDIO ON HOLD SERVICES. Cox has not secured (and will not secure) for Customer any permissions, licenses or clearances for the use of any copyrighted and/or protected music or other content and does not monitor Customer's use of audio on hold Services. Customer represents and warrants that any content and music provided by Customer or used by Customer through the audio on hold Services does not violate or infringe any intellectual property rights of any third parties, including copyright, trademark and publicity rights. Cox may terminate the audio on hold Services and any other Services if Cox believes that Customer has violated the terms of this Agreement or the rights of any third parties.

C15. **Use of Services with Intent to Annoy.** Cox may discontinue Service to any Customer, who, with intent to annoy, telephones another and uses any obscene language or makes any threat to inflict injury to any person or property. Cox may discontinue Service of any Customer, who with intent to annoy, repeatedly telephones, messages, or communicates with another without disclosing his/her true identity to the person answering the telephone or receiving the message or communication, whether or not conversation ensues. Cox may, at its discretion and subject to applicable law, terminate Service to any Customer who establishes a pattern of behavior with respect to the Services that is intended to vex, harm, intimidate, harass or annoy Cox, its employees, agents or other Cox customers or users of the network. A pattern of behavior is intended to vex, harm, intimidate, harass or annoy if it disturbs, irritates or interrupts Cox's operations through continued and repeated acts, or disturbs, irritates, or interrupts Cox customers or users of the network through continued and repeated acts. Prior to disconnection of Service for calls described above, Cox will make reasonable efforts as determined in Cox's sole discretion to persuade the Customer placing such calls or sending the messages or other communications to cease all such activity. If such activity persists, Cox may, at its option, disconnect Service. Telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the Service provided by Cox. Cox may disconnect Service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

If Customer purchases RingCentral Services, Customer and its use of such RingCentral Services shall be subject to the terms of the RingCentral Acceptable Use Policy set forth at https://www.ringcentral.com/legal/acceptable-use-policy.html (the "RingCentral AUP"). In the event of any conflict between the RingCentral AUP (including any additional guidelines, weblinks,

and/or other policies set forth therein) and the Cox AUP, then the RingCentral AUP shall govern and control.

C16. **Fraud.** Customer is responsible for ensuring that Customer Premises Equipment ("CPE") such as a Private Branch Exchange (PBX), provisioned on Cox's network is protected from fraudulent or unauthorized access. Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Cox detects patterns of calling that indicate that, or is otherwise alerted that, the Customer's equipment has been compromised and/or fraudulent use may be occurring, Cox or the applicable third party service provider may take emergency action to limit the amount of fraudulent calling that is occurring, including without limitation, suspending or terminating Service, without prior notice to Customer.

C17. **Interconnected VoIP (iVoIP) Services.** For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox VoiceManager, Hosted IP-PBX Services (IP Centrex), SIP Trunking, PRI Personal Mobility, any RingCentral-based Service sold to Customer under this Agreement, and any other Cox Service or feature that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. These General Terms contain descriptions and charges, including but not limited to, charges for the Network Interface Fee and Services such as Directory Assistance, Directory Listing, Operator Services and other ancillary services that may be provided with the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions of the applicable Cox tariff or SG as referenced in the Agreement. The Network Interface Fee and the rates for ancillary services referenced in these General Terms are subject to change from time to time during the Term. Additional charges may apply for optional features and Services selected by Customer. Cox reserves the right to conduct a site survey at the Premises prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service. For Cox VoiceManager IP Centrex Service only, Cox shall provide Customer with Layer 2 switches for connectivity from the IP telephones to Cox's demarcation equipment; however, if Customer elects to use its own Layer 2 switches, Cox (or its designated agents or contractors) reserves the right to perform a prequalification assessment of Customer's equipment in order to confirm that such equipment meets Cox's required network specifications. Unless otherwise provided in this Agreement, Cox shall only configure one (1) data VLAN for all non-Cox traffic if Customer agrees to use Cox-provided Layer 2 switches. Cox shall have no obligation to configure multiple VLANs or to modify switch configurations. Customer is solely responsible for DHCP, security, NAT, PAT, and other LAN services for the data VLAN. If Cox uses Customer's Layer 2 switches or any other equipment provided by Customer (i.e., IP telephones, routers and firewalls) in connection with the Cox VoiceManager IP Centrex Service, neither Cox nor any Cox Related Party shall be responsible or liable for any Service interruptions or outages related to Customer's equipment including, without limitation, improper configuration of such equipment or failure to properly repair or maintain such equipment. Any telephones or other equipment provided by Cox to Customer in connection with the Cox VoiceManager IP Centrex Service shall be deemed to be Cox Equipment.

C18. **Early Termination of Cox Business VoiceManager IP Centrex and RingCentral-Based Service Seats.** Notwithstanding anything to the contrary in this Agreement, during the Initial Term of this Agreement, Customer may terminate up to Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service Seats or any RingCentral-based Service Seats (as defined below) that Customer ordered from Cox under this Agreement, without incurring any early termination fees for such terminated Seats. This reduction of the early termination fees does not apply if Customer terminates more than Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service Seats or RingCentral-based Service Seats that Customer ordered from Cox under this Agreement. Unless otherwise agreed to in writing by both Parties, Customer agrees to limit requests to adjust the number of Cox Business VoiceManager IP Centrex Service Seats and RingCentral-based Service Seats to one (1) change per month. For purpose of this Agreement, "Seats" means the maximum number of Customer's users of Cox Business VoiceManager IP Centrex Service or any RingCentral-based Service permitted at any one (1) time.

C19. **Additional Limitation of Liability of Cox and RingCentral.**
With respect to 911 Access and Directory Listings:

(a). 911 Access is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Neither Cox nor any Cox Related Party is responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of 911 Access, or
(2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing 911 Access.

(b). Neither Cox nor any Cox Related Party is responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Access features and the equipment associated therewith, or by any Services furnished by Cox including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties for 911 Access.

(c). The liability of Cox and/or any Cox Related Party arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's Service and in no event shall exceed one-half the amount of the fixed monthly line charges applicable to Voice Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of Cox and/or any Cox Related Party shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs. Neither Cox nor any Cox Related Party shall be liable for the errors of third party entities involved in the Directory Listing process.

(d). In conjunction with a non-published telephone number, neither Cox nor any Cox Related Party will be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. Cox will try to prevent the disclosure of the number of such telephone, but neither Cox nor any Cox Related Party will be liable should such number be divulged.

(e). When a Customer with a non-published telephone number places a call for 911 Access, Cox and/or any applicable Cox Related Party(-ies) will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the 911 Access upon request of such governmental authority. By subscribing to Service under these General Terms, Customer acknowledges and agrees with the release of information as described above.

If Customer purchases RingCentral Services, Customer and its use of the RingCentral Services shall be subject to RingCentral's Emergency Services Policy (https://www.ringcentral.com/legal/emergency-services.html) (the "RingCentral Emergency Services Policy"). In the event of any conflict between this Section C19 and the RingCentral Emergency Services Policy, the RingCentral Emergency Services Policy shall govern and control.

C20. **Station Equipment.** The Customer is responsible for providing and maintaining (or causing to be provided and maintained) any terminal equipment on the Premises being served. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. Cox and/or any applicable Cox Related Party(-ies) will, where practicable, notify the Customer that temporary discontinuance of the use of a service or any associated equipment may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Cox's or, as the case may be, the applicable Cox Related Party's right to discontinue forthwith the use of a service or any associated equipment temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

C21. **Voice Services Surcharges and Fees.** Cox may invoice Customer and Customer shall pay all Taxes, Fees, and Surcharges applicable to the Voice Services, including, without limitation the following:

(a). The Network Interface Fee ("NIF") is an interstate fee that Cox assesses its iVoIP customers that helps defer some of the cost associated with carrier network interconnection services and the interface with the Public Switched Telephone Network ("PSTN"). The fee is a monthly, flat-rated charge assessed to iVoIP customers for each line, voice path or trunk that is active on the account. Cox may change the NIF rate from time to time by providing notice to the Customer. This charge is not a charge assessed by a government agency.

(b). The Regulatory Cost Recovery Fee ("RCRF") is a monthly fee that Cox assesses its customers that helps recover costs associated with expenses associated with regulatory proceedings and compliance. The fee is percentage-based, applicable against all retail interstate and international charges. Cox may change the RCRF percentage rate from time to time by providing notice to the Customer. This fee is not a tax or fee assessed by a government agency.

A non-exhaustive list of additional Taxes, Fees, and Surcharges that may apply is described at https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html and coxbusiness.com/cbsurchargesandfees. Cox may charge additional Taxes, Fees, and Surcharges which may not be described in this Agreement or the link in the preceding sentence. All Taxes, Fees, and Surcharges are subject to change from time to time.

C22. **Toll Service.** If a Customer in any single month accrues toll charges in excess of twice the average monthly toll charges of similarly situated customers or twice the actual monthly average of the individual Customer's charges, Cox may review the Customer's previous billing and payment history. If such review indicates that the probability of payment is unlikely, Cox may contact the Customer to make inquiries concerning the abnormal usage and may require a security deposit and/or payment of charges on the account to continue service. If the Customer does not comply with the conditions prescribed in this section within forty- eight (48) hours, Cox may suspend or terminate Service. If a Customer exceeds the average monthly toll charges of Cox's customers and has exhibited a previous inability to pay such charges, Cox may impose toll controls, where technically feasible, or a toll cap of $100.00.

C23. **Unlimited Services.** Cox Voice Services provided on an unlimited basis shall be subject to the additional restrictions in this Section, and all other use restrictions set forth in the Agreement, including, without limitation, Sections A29, C15, and C16. Unlimited Voice Services shall apply only to direct-dialed outbound calls to the United States made from the line subject to an unlimited plan. Unlimited calling is not available for calls shorter than two (2) minutes in length. Unlimited calling shall not apply toward operator-assisted, collect calls, toll free (inbound) calls, calls billed to a third party or credit cards, or calls to directory assistance, each of which may incur additional charges to Customer. Unlimited calling plans shall not be used in conjunction with (a) call center applications, (b) Automatic Call Distribution(ACD) systems, (c) long distance Internet access, (d) resale of unlimited minutes, (e) PBX trunks or services, (f) non-square electronic key and hybrid telephone systems, (g) ground start line or trunks, (h) ISDN services, (i) public telephone services, (j) public access smart-pay phones, (k) multiparty conference calling, multiparty "chat" lines or engaging in activities that generate minutes that result in revenue-sharing by a Customer, or (l) the functional equivalent of any system listed above. Cox and/or the applicable Cox Related Party(-ies) retains the right to monitor the type and volume of Customer's usage to ensure that Customer's use of the plan is consistent with all restrictions provided for in the Agreement. If Cox or the applicable Cox Related Party(-ies) determines that the Customer is in violation of any restrictions in this Agreement, Customer shall forfeit eligibility for the unlimited plan and Cox or the applicable Cox Related Party(-ies) may suspend or terminate Services provided to Customer or move the Customer's service to another plan offered by Cox or such Cox Related Party(-ies). If Customer purchases RingCentral Services for its use on an unlimited basis, Customer shall also be subject to the terms set forth in the End User Terms for Cox Customers at https://www.ringcentral.com/legal.html. In the event of any conflict between the End User Terms for Cox Customers (including any additional weblinks and/or policies set forth therein) and this Agreement (including, without limitation, the Service Terms, the General Terms, and the AUP), the End User Terms for Cox Customers shall govern and control.

C24. **Call Validation.** Cox, certain Cox Related Parties, and the telecommunications industry are developing and implementing new call validation techniques to attest that calls are placed from known and identified customers. As the industry enables these call validation techniques, there may be unanticipated impacts to call origination and completion, which may be outside of Cox's or, as the case may be, the Cox Related Party's control. Cox is an active participant in industry forums and will work with other participating carriers to minimize negative impacts associated with the rollout of call validation. NEITHER COX NOR ANY COX RELATED PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OF OUTGOING OR INCOMING CALLS TO BE COMPLETED DUE TO CALL VALIDATION ATTESTATION LEVELS OR IMPLEMENTATION OF CALL VALIDATION TECHNIQUES. If a Customer disagrees with its call validation attestation level, Customer must contact Cox to discuss whether the attestation level may be changed. For the avoidance of doubt, the following does not apply for RingCentral Services: Cox uses call analytics and caller-id authentication to attempt to identify calls that are of high-, medium- and low-risk of being illegal or scam calls and automatically blocks calls predicted to be high-risk for any active telephone number or direct inward dialing line used with Voice Services. Customer will be able to change and manage the call treatment settings for each category of calls through MyAccount. RingCentral Service customers will be able to change and manage the call treatment for active telephone numbers or direct inward dialing lines in the RingCentral App and Customer/Administrative Portal.

C25. RingCentral Services. Customer hereby agrees and acknowledges that RingCentral, Inc. ("RingCentral") is the provider of the Services and products that Customer is purchasing that reference RingCentral in the Service Description of this Agreement (the "RingCentral Services") and that Cox is reselling RingCentral Services to Customer. Customer's use of the RingCentral Services shall subject Customer and its end users to both the terms of this Agreement (as defined below) with Cox and the End User Terms for Cox Customers set forth at https://www.ringcentral.com/legal.html. Customer's execution of this Agreement or, if earlier, Customer's use of the RingCentral Services shall mean that Customer has read, understands, accepts, and agrees to this Agreement and the End User Terms for Cox Customers. In the event of any conflict between the End User Terms for Cox Customers (including any additional weblinks and/or policies set forth therein) and this Agreement (including, without limitation, the Service Terms, the General Terms, and the AUP), the End User Terms for Cox Customers shall govern and control.

The following three (3) provisions in this Section C shall not apply to Cox's resale of the RingCentral Services: C4 (911 Access), C12 (Cortelco Analog Telephone Handsets), and C22 (Toll Service).

SMS/MMS Associated With RingCentral Services:
Usage of SMS/MMS associated with RingCentral Services is subject to the RingCentral SMS/MMS content policies (ringcentral.com). To utilize SMS/MMS services, Customer must register and be approved by RingCentral, in their sole discretion, prior to launching each SMS/MMS campaign. SMS/MMS are usage based services which may incur charges, and such charges may appear delayed on invoices from Cox. Certain RingCentral services may include specific SMS/MMS allotments. Customer will be subject to additional charges if its use exceeds its SMS/MMS allotment. Customer agrees that it is aware of its allotment by signing this Agreement.

CPE Associated With RingCentral Services:
All sales of CPE from Cox associated with RingCentral Services are final. CPE will be shipped FCA (distributor warehouse), and shipping costs may be passed through to Customer. All CPE may be provided in partial shipments, which may not be refused or rejected by Customer. Unless stated otherwise in the applicable Order, title to and risk of loss for all CPE transfers to Customer upon the CPE being provided to the shipping carrier at the designated shipping location. CPE shall be insured against loss or damage during shipment. If any CPE is lost or damaged in shipping, Customer shall notify Cox to request a return merchandise authorization ("RMA"). Customer acknowledges that it may be required to return any damaged CPE as instructed by Cox, and that such CPE shall be returned in its original packaging. In the event of CPE lost or damaged in shipping, Cox will have replacement CPE sent to Customer.

For CPE purchased from Cox, Cox may pass-through to Customer a limited short-term warranty that Cox receives from RingCentral for CPE purchases in connection with a deficiency or non-conformance of the device to an order or a warranty that Cox receives from RingCentral, which as of the last update of these General

Terms is 12 months. Cox reserves the right to change the length of time such warranty is valid without notice to Customer so that it is consistent with the length of the corresponding warrant that RingCentral provides to Cox for such CPE; provided that such change will not reduce the length of an existing warranty for previously purchased CPE. The warranty length will not exceed 12 months and may be shorter than 12 months. Customer will be responsible for costs associated with warranty returns that are not covered under RingCentral's warranty. Prior to making any warranty return, Customer must request an RMA from Cox and provide the information requested by Cox to validate the warranty return. Once Customer receives the RMA, Customer must return the CPE in the original packaging, using the provided shipping label, within seven (7) business days of receiving the RMA and Customer must display the RMA on the product packaging. Returns will not be accepted without the RMA displayed on the packaging. CPE returned pursuant to a valid warranty return will be replaced, and Cox is not obligated to provide replacement CPE until the original CPE is received. Neither Cox nor RingCentral shall be responsible or liable for any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with the applicable supplier documentation, modification or alteration to the CPE, or use in conjunction with a third party product. Returned CPE which is determined not to qualify for a warranty return will be returned to the Customer and Cox may invoice the Customer for the costs of such return shipping.

Customers who purchase CPE have a limited right to return such CPE for any reason (such return a "Remorse Return"), provided that the Customer submits its Remorse Return request to Cox within fourteen (14) days from the date of the CSA (or other written agreement) pursuant to which Customer purchased the CPE. Cox will provide Customer with a RMA and will charge Customer a restocking and return fee for each returned device. Customer must return the CPE in its original packaging, with all accessories and parts, manuals and documentation. The Remorse Return must be shipped using the provided shipping label within seven (7) days from receipt of the RMA, and Customer must ensure that the RMA is listed on the packaging. Within forty-five (45) days from the receipt of the Remorse Return, Customer will be credited for the Remorse Return as set forth in the following table. Credits for Remorse Returns of CPE purchased on a device payment plan are subject to the terms set forth in the Commercial Credit Sale Terms located at cox.com/commercialcreditterms . No credits will be issued if the wrong device is returned. Customer acknowledges and agrees that Cox will not return any CPE, device or other material sent pursuant to a Remorse Return, regardless of the credit amount, and Customer releases Cox and RingCentral from any and all liability and claims in relation thereto.

Remorse Return Criteria	**Credit Amount as a Percentage of the CPE Purchase Price**
Like new condition, with all accessories and parts, manuals and documentation	100%
Like new condition, but missing instructions or manuals OR missing minor items included with the CPE as originally provided (e.g., ethernet cable)	75%
Like new condition, but missing non-minor items included with the CPE as originally provided (e.g., power supply units, base stands, handsets)	50%
Scratched, dented or damaged condition; CPE no longer powers on; CPE altered or modified; CPE cannot be unlocked; or Any other damage that materially reduces the CPE's resale value	0%

Customer acknowledges and agrees that purchases of CPE shall be subject to the publications & specifications provisions, intellectual property provisions and compliance with laws and export provisions outlined in the RingCentral, Inc. Terms and Conditions of Sale of Hardware. Customer agrees that it shall indemnify, defend and hold harmless Cox and the Cox Related Parties from and against any violations or alleged violations by Customer of the Compliance with Laws, Export Section of the RingCentral, Inc. Terms and Conditions of Sale of Hardware on the same basis as set forth in such Terms in favor of RingCentral. Customer also agrees that Cox has no obligation to indemnify, defend or hold Customer or any third party harmless from or against any third

party claims or allegations of intellectual property misappropriation or infringement in connection with CPE on the same basis as set forth in the Intellectual Property Rights Section of the RingCentral, Inc. Terms and Conditions of Sale of Hardware, and that Cox's sole obligation with respect to such third party intellectual property infringement claims is to pass through indemnification, if any, that Cox is permitted to passthrough to Customers from RingCentral and the supplier of such CPE.

IN RELATION TO ANY CPE, INCLUDING SALE THEREOF, IN NO EVENT SHALL COX OR RINGCENTRAL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PRICE PAID BY CUSTOMER FOR THE CPE GIVING RISE TO THE CLAIM (EXCLUDING APPLICABLE TAXES). NEITHER COX NOR RINGCENTRAL SHALL HAVE ANY LIABILITY IN RELATION TO ANY CPE IN THE EVENT THAT THE TOTAL PURCHASE PRICE FOR SUCH CPE IS UNPAID. IN RELATION TO ANY CPE, INCLUDING THE SALE THEREOF, NEITHER COX NOR RINGCENTRAL SHALL BE LIABLE TO CUSTOMER FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER LOSS OR DAMAGE CAUSED TO CUSTOMER BY REASON OF ANY REPRESENTATION, WARRANTY (EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW, OR FOR ANY SPECIAL, INDIRECT, INCIDENTIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS, DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, DAMAGE TO REPUTATION OR GOODWILL, OR OTHER MATTER BEYOND THEIR REASONABLE CONTROL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED BY TORT, INCLUDING NEGLIENCE, OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH ANY CPE OR SALE THEREOF, EVEN IF COX, RINGCENTRAL OR ITS AND THEIR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBLIITY OF SUCH LOSS, LIABILITY OR DAMAGES.

Notwithstanding anything to the contrary, Cox, RingCentral and its and their suppliers reserve the right to make any changes in the specifications of the CPE, without notice to Customer, which are required in order to conform to any statutory or other legal requirements or which do not materially affect the performance of the relevant CPE. Any CPE which is sold subject to guidelines, restrictions or provisions imposed by a supplier are sold, supplied and delivered to Customer subject to any such guidelines, restrictions or provisions, which will be provided upon request.

RingCentral Bring Your Own Device Feature:
Customers who provide IP Phones/CPE/Devices separate from Cox and use the RingCentral Bring Your Own Device ("BYOD") feature are solely responsible for configuring and managing their devices. The devices must be compatible with RingCentral and in good working order. The Customer must either own or have the right to use the devices and must have the right to configure the devices to be used with the RingCentral platform. RingCentral supports BYOD devices via 2 mechanisms (1) assisted provisioning where RingCentral will manage pushing configurations and firmware to Customer devices once the Customers add the device to RingCentral, (2) Customer can manually configure SIP capable devices to operate with the RingCentral platform. If manual configuration is chosen for the devices, Customer is 100% responsible for changes or updates to the phones' security, configuration and firmware as the devices are 100% managed by the Customer. Cox shall not be responsible for providing support services to any such BYOD.

RingCentral 3rd Party Integrations: Neither Cox nor RingCentral is liable for any 3rd party integrations the Customer may perform or contract with Cox or RingCentral to integrate as part of a professional services engagement.

Maintenance Related to RingCentral Service: Notwithstanding anything to the contrary in the Agreement, for any maintenance related to any RingCentral Service, Cox will only be able to provide Customer notice three (3) to five (5) business days in advance of any such maintenance that Cox reasonably anticipates may interrupt RingCentral Service.

Professional Services: Pursuant to one or more statements of work ("SOW"), Cox may resell to Customers professional services provided by RingCentral. Customer shall comply with all terms and conditions set forth in such an SOW. To the extent that any such professional services require any RingCentral personnel to perform such services on-site at any Customer location, Customer shall comply with all

site visit obligations set forth in the SOW, including, without limitation, all obligations to provide a safe working environment in compliance with all applicable laws and regulations. Customer agrees that RingCentral may provide professional services directly or through a subcontractor. Customer acknowledges that for any RingCentral professional services resold pursuant to this paragraph, that the professional services are provided by RingCentral or its subcontractor, and not Cox. Notwithstanding anything to the contrary in the Agreement, Cox shall have no liability for any damage that occurs to any Customer facility in connection with such professional services, nor for the conduct of any RingCentral or subcontractor personnel.

D. Terms and Conditions Applicable to Video Services

In addition to all provisions in Section A above, the provisions of Section D shall also apply to all video Service(s) including, without limitation, a 'Cox Business TV' package, 'Contour on Campus', and 'Bulk TV Subscriptions':

D1. **Video Service.** If Customer is purchasing video Services, Cox shall provide video Services to the Demarcation Point as more specifically set forth herein, and Customer shall be responsible for the Customer Internal Distribution System and distribution of the signal past the Demarcation Point. Cox will deliver to Customer its standard channel lineup, video programming channels and video signals for the applicable Service Area (except as otherwise required by applicable law), and such lineups and signals are subject to change from time- to-time by Cox in its sole discretion. In order to receive the Service, Customer must have the necessary equipment to receive the Service (e.g., TVs, monitors, circuits, etc.) and, at all times during the Term, Customer is responsible for ensuring that such equipment is compatible with the Service, including, but not limited to, video display equipment such as video monitors, televisions or other similar displays. For example, if Cox provides Customer with an encrypted signal for the Service, Customer must have equipment with decryption capabilities that are satisfactory to Cox.

The rates charged for video services are on a per outlet basis. Customer shall not add or attempt to add additional video outlets using the video signal feed provided by Cox, without Cox's prior written consent. Customer is responsible for the costs of all additional video outlets that receive the video signal feed provided by Cox. Customer must notify Cox of any additional video outlets that receive the Cox video feed during the Term of the Agreement.

Customer acknowledges and agrees that (i) the programming and information contained in the Service may not be changed or altered by Customer or its agents; (ii) because Cox makes use of certain programming owned by others in providing the Service, Cox is not guaranteeing the provision or future availability of any particular program or channel, and (iii) Customer will make no claims nor undertake any legal action against any person or entity, including Cox's programmers or vendors, if certain programming is interrupted, discontinued or substituted. Cox may change video and music Service prices periodically during the Term of this Agreement upon thirty (30) days' prior written notice. Residential video rates are not available to Customer and Customer shall be liable to Cox for the difference between the Cox Business video rates and any residential rates. Customer shall have no claim against Cox if any video or music channel is modified or deleted by any programmer supplying such content to Cox. Cox may restrict the display of certain programming or video Services to certain locations within the Premises. If Customer engages in a public performance of any copyrighted material contained in any of the video or music Services provided under this Agreement, including, without limitation, for the unauthorized showing of a Pay- Per-View event or movie, the Customer, and not Cox, shall be solely responsible for obtaining any public performing licenses and for all corresponding charges and liability. Customer is subject to additional surcharges for outlets located in bars and/or restaurants that receive said video Services. For certain channels and programming, Customer may need to negotiate directly with the programming rights holders. In addition to any fees Customer may be responsible for to a third party, Cox may also charge Customer a separate authorization fee as determined solely by Cox. Customer shall only order Pay-Per-View programming directly from Cox.

If Cox provides digital video recorder (DVR) equipment and service ("DVR Equipment and Service") to Customer, the following shall apply: With respect to DVR Equipment and Service, Customer acknowledges and agrees that (i) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the DVR Equipment and Service, including, without limitation, any necessary reproduction or public performance licenses; and (ii) Cox does not monitor or control the Customer's use of the DVR Equipment and Service and does not have access to any content Customer may record using the DVR Equipment and Service. Notwithstanding the foregoing, Cox reserves the right, at Cox's option, to discontinue the Service(s) and/or remove the DVR Equipment immediately if Cox discovers that Customer uses or has used the DVR Equipment and Service in a manner that violates any applicable law or regulation or that actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. Further, Customer's indemnity obligations under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the DVR Equipment and Service provided by Cox to Customer.

D2. **Video Service Surcharges.** If Customer receives video service from Cox under this Agreement, then Customer is subject to a monthly "Broadcast Surcharge" fee. The current Broadcast Surcharge fee may be posted at coxbusiness.com/cbsurchargesandfees.

Beginning April 1, 2017, Cox may, in its sole discretion, charge Customer a "Regional Sports Surcharge" based on the package and channels provided by Cox to Customer. The current Regional Sports Surcharge may be posted at coxbusiness.com/cbsurchargesandfees.

The Broadcast Surcharge, Regional Sports Surcharge, and any other surcharges and fees on the video services are subject to change from time to time. Additional surcharges and fees may apply and are all subject to change from time to time.

Video services provided to bars and restaurants may be subject to additional surcharges as determined solely by Cox and which are also subject to change from time to time.

D3. **Premium Channels.** If Customer purchases any Premium Channels video package from Cox this provision shall apply. With respect to Premium Channels (e.g. HBO, Cinemax, Starz, Encore, Showtime, etc.), Customer acknowledges and agrees that: (i) the Customer shall comply with all obligations in the Agreement, including, but not limited to, paying for all charges when due, (ii) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the Premium Channels, including, without limitation, any necessary reproduction or public performance licenses; and (iii) Cox makes no representations or warranties about the availability of the Premium Channels. Notwithstanding the foregoing, Cox reserves the right, at Cox's sole option, to discontinue the Service and/or remove the Premium Channels immediately if Cox discovers that Customer uses or has used the Premium Channels or Service in a manner that violates any applicable law or regulation or actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. Customer's indemnity obligations under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the Premium Channels provided by Cox to Customer. For technical reasons, Cox may have to provide signal feeds for several Premium Channels (e.g., HBO, Cinemax, Starz, Encore, Showtime), up to the Demarcation Point. However, for the avoidance of doubt, past the Demarcation Point, Customer is only authorized to receive the signal for the channel(s) that it has specifically purchased, even if Cox provides signals for several channels up to the Demarcation Point. If Customer or any end user receives or attempts to receive a signal for a Premium Channel past the Demarcation Point and such channel is not purchased by Customer, this shall be deemed a material breach of the Agreement by Customer, and Cox reserves the right to immediately terminate the Agreement and/or require that Customer immediately pay all applicable early termination fees and/or require that Customer pay Cox the standard fee Cox would have charged Customer had Customer contracted with Cox to receive the Premium Channels as of the date Cox first provided the Service to Customer. Customer shall indemnify, defend and hold Cox and the Cox Related Parties harmless from and against any claims, actions or demands arising from Customer's or any end users unauthorized use of any channel. Cox reserves the right to audit the Premises receiving Services,

from time to time during the Term, to determine if Customer or any end user is receiving any signals for any channels that Customer is unauthorized to receive.

D4. **Analog to Digital Transition.** During the Term, Cox may, in its sole discretion, transition certain or all channels in the standard channel lineup from an analog transmission to a digital transmission. In such event, Customer shall be required to rent from Cox either a digital receiver box/set-top box for each video outlet or digital insertion equipment in order to continue receiving such channels. Customer shall be solely responsible for the payment of the rental fee for the digital boxes and said rental fee is subject to change from time to time. Cox will add said rental fee to Customer's monthly invoice. If digital insertion equipment is required, Customer may be charged an installation fee, and title to the digital receiver/set-top box and any digital insertion equipment shall remain with Cox at all times. Cox may, in its sole discretion, require a site survey on the Premises to identify the number of digital boxes needed. Customer acknowledges that its refusal to cooperate with or provide access to Cox to administer the digital transition may result in certain or all channels becoming unavailable. Notwithstanding anything to the contrary in the Agreement, Customer's (i) failure to pay the rental fee for each digital box or (ii) Customer's refusal to cooperate or provide access to Cox to administer the transition (as solely determined by Cox), shall each be a material breach of the Agreement permitting Cox to immediately terminate the Agreement and/or the affected video Service(s) due to Customer's breach, and Customer shall pay the applicable termination fee. As clarification, the digital box rental fee is a separate 'fee' the Customer is obligated to pay and shall not be considered an increase in the rate of Service. Customer shall have no right to terminate the Agreement due to the transition of channels to a digital transmission and/or the addition of the rental fee for the digital boxes or insertion equipment. Cox, at all times, shall retain ownership of the digital box and all other equipment provided to Customer by Cox, and the digital box and such equipment shall be deemed "Cox Equipment" as defined herein.

E. Terms and Conditions Applicable to Other Services

In addition to all provisions in Section A above, the provisions of Section E shall also apply as applicable:

E1. **Web Hosting Servers.** Cox reserves the right to select the server for Customer's web site for best performance. Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active Common Gateway Interface (CGI) scripts or chat scripts. If Customer's web site overwhelms the server and causes complaints from other users, Customer has outgrown the realm of shared Services and will be required by Cox to relocate its web site. If Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full-time Internet presence for Customer. Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not limited to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Neither Cox nor any Cox Related Party shall have any liability to Customer for such outages or server downtime. Customer shall be solely responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

E2. **Cox Email Account.** Cox may, with at least thirty (30) days' prior notice, terminate or suspend all or any portion of a Cox email account(s) provided to Customer or migrate all or any portion of a Cox email account(s) to a third party service provider. Any such termination or suspension shall be made by Cox in its sole discretion, and Cox will not be responsible to Customer or any third party for any damages that may result or arise out of such termination, suspension, or migration of Customer's email account(s) and/or access to the Service. Customer must log into its email account(s) using a desktop browser at least once per year.

E3. **Transport Service Outside the Continental United States.** If Customer purchases data transport Services from Cox within the United States and Customer requests that such data transport Services connect to data transport services outside the continental United States ("International Transport Services"), Customer authorizes Cox to act as its agent to purchase such International Transport Services on behalf of Customer from an International Service Provider that is authorized to provide such services in the applicable International location. Customer agrees to abide by the applicable acceptable use policy and all other terms and conditions required by the International Service Provider for such International Transport Services. Customer hereby further

authorizes Cox, as Customer's purchasing agent for such International Transport Services, to receive any billing invoices directly from the International Service Provider and to submit and/or dispute payment(s) on Customer's behalf during the term of the services agreement for said International Transport Services, provided that in no event shall such actions by Cox relieve Customer's responsibility for payment for such International Service charges. Customer acknowledges and agrees that Cox, in its discretion, may combine into one (1) monthly invoice any Service charges and related fees and taxes for the International Transport Services with any Service charges and related fees and taxes for Cox Services. Customer agrees to pay such invoice in accordance with the terms and conditions of this Agreement. In exchange for Cox's service as a purchasing agent for Customer's International Service, Customer agrees to pay Cox a management fee (to be determined by Cox in its sole discretion), which fee shall be included in Customer's invoice. Any taxes and fees billed to or incurred by Cox related to the International Transport Services shall be the sole responsibility of the Customer. Cox reserves the right to terminate any Services received, provided or used outside the continental United States at any time upon written notice to Customer.

E4. **Terms and Conditions Applicable to DDoS Services.** With respect to DDoS services sold by Cox, the following provisions shall apply:

(a) **DDoS Mitigation Managed Service.** In the event that Customer purchases DDoS Mitigation Managed Services from Cox, Customer's receipt, use and purchase of such DDoS Mitigation Managed Services shall be subject to the terms and conditions of this Agreement, and the "DDoS Mitigation Managed Service Terms and Conditions" which are posted at https://www.cox.com/content/dam/cox/aboutus/documents/DDOS-Mitigation-Terms-and- Conditions.pdf and which are incorporated into this Agreement by this reference (the "DDoS Mitigation Managed Service Terms"). In the event of a conflict between the DDoS Mitigation Managed Service Terms and any other term or condition of the Agreement, the DDoS Mitigation Managed Service Terms shall control with respect to the purchase and/or use of the DDoS Mitigation Managed Services.

(b) **DDoS Mitigation Essential Service.** In the event that Customer purchases DDoS Mitigation Essential Service from Cox, this Section E4(b) shall apply. The DDoS Mitigation Essential Service continuously monitors Customer traffic and categorizes such traffic as legitimate or malicious (DDoS) using pre-defined digital signatures. Traffic that is categorized as DDoS traffic is intercepted and discarded or rate- shaped while traffic categorized as legitimate is allowed to pass. In order to receive the DDoS Mitigation Essential Service from Cox, Customer must, at its sole cost, maintain an acceptable Cox Internet Service and static IP address that routes exclusively to Cox at all times. Customer acknowledges that Cox is not liable for the failure of performance of the DDoS Mitigation Essential Service should Customer fail to meet the foregoing requirements, and the failure of Customer to maintain such requirements shall not release Customer from its obligations under the Agreement.

For purposes of clarity, DDoS Mitigation Essential Service (i) does not offer manually-triggered mitigation, automated reporting, or alteration of the underlying automated policy, (ii) provides Customer only with the ability to enable or disable the policy-driven auto-mitigation by contacting Cox Customer Care, as set out in more detail below, (iii) is not guaranteed to prevent all DDoS attacks, and is intended to address Layer 3/4 services, and does not provide mitigation for Layer 7 services, (iv) cannot be updated with new signatures or countermeasure settings provided by Customer research or findings, (v) only protects Internet traffic on Cox Internet circuits (i.e., there is no protection for any attack traffic on non-Cox circuits or multi-homed users), and (vi) will not mitigate attacks that do not match an existing signature and therefore such attacks may still impact Customer. Customer acknowledges that, while the DDoS Mitigation Essential Service is actively mitigating attack traffic, legitimate traffic may also be impacted (i.e., collateral damage) by the anti-DDoS countermeasures. Certain manual reports may be available upon request, and as is reasonably acceptable to Cox.

Customer is solely responsible for contacting Cox Customer Care when Customer needs to request that the DDoS Mitigation Essential Service be 'toggled off' in connection with Customer's need (a) for (i) Customer testing/troubleshooting, (ii) equipment and/or network installation, maintenance, upgrades, configuration, or (iii) other similar activities and (b) to prevent any unintended consequences from auto-triggered DDoS

mitigation during critical timeframes such as, but not limited to, Customer running business promotions or other activity that might result in a material increase in traffic on Customer's network. Cox is in no way liable for any damages resulting from Customer's failure to 'toggle off' as may be needed or advisable in connection with any Customer related activities. Customer is solely responsible for contacting Cox Customer Care to request that the DDoS Mitigation Essential Service be 'toggled on' once Customer is prepared to resume use of the DDoS Mitigation Essential Service after requesting a 'toggle off.' Customer is not entitled to receive any credit, reduction in MRC or other remedy for any period of time during which the DDoS Mitigation Essential Service is 'toggled off.'

Cox is not liable for any damages of any kind related to the failure of DDoS Mitigation Essential Service to prevent any DDoS attack or other intrusion, nor the impact of collateral damage, and neither shall constitute a Default under this Agreement. As a non-managed, automated policy-driven best efforts Service, DDoS Mitigation Essential Service may be unavailable during periods of Cox network outages, maintenance and/or upgrades. Priority is given to protecting Cox infrastructure, and accordingly, Customer mitigations may be adjusted, suspended and/or terminated as necessary to prioritize resources for Cox internal network infrastructure protection. The sole and exclusive remedies for Customer in connection with any of the foregoing items set forth in this Section E4(b) shall be those set forth in the applicable Cox Service Level Agreement, which is expressly incorporated in Customer's Agreement, if any.

E5. **Dark Fiber Services.** This Agreement is not intended for dark fiber services ("Dark Fiber Services"). Notwithstanding anything to the contrary in this Agreement, if Dark Fiber Services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate the Dark Fiber Services, this Agreement (or any portion thereof) upon at least five (5) days' written notice to Customer.

E6. **Colocation Services.** This Agreement is not intended for colocation services ("Colocation Services"). Notwithstanding anything to the contrary in this Agreement, if Colocation Services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate the Colocation Services, this Agreement (or any portion thereof) or to change the address of the colocation facility upon at least five (5) days' written notice to Customer. Upon at least five (5) days' written notice to Customer, or sooner if due to an emergency situation, Cox and/or Cox's subcontractor and/or Cox's third party vendor may, but is not obligated to, relocate all Customer equipment from the original colocation facility to a new colocation facility. Customer agrees to cooperate with Cox, Cox's subcontractor, and Cox's third party vendor during such relocation. Customer shall be responsible for ensuring that all equipment is plugged in and working correctly after the relocation is completed. Any agreement for Colocation Services does not grant Customer any possessory interest in the premises or the building. Customer shall carry adequate insurance coverage for its equipment and operations at the premises. Customer agrees to comply with all building rules and regulations, and Customer shall be solely liable for all harm caused by Customer and/or its equipment. Except as otherwise provided in a separate agreement, the Colocation Services are provided "as is" and "as available."

E7. **Cox Business Security Solutions.** This Agreement is not intended for Cox Business Security Solutions or any other business security product. If said services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate the Cox Business Security Solutions, this Agreement (or any portion thereof) upon at least five (5) days' written notice to Customer.

E8. **Resale Terms.** AS DESCRIBED IN SECTION A, RESALE OF SERVICES IS STRICTLY PROHIBITED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY COX IN THIS AGREEMENT OR FORMAL WRITTEN AMENDMENT TO THIS AGREEMENT, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW. A FORMAL RESELLER AGREEMENT IS PREFERRED TO RESELL SERVICES AND COX RESERVES THE RIGHT TO IMMEDIATELY REVOKE ITS PERMISSION TO ALLOW RESALE AT ANY TIME UPON NOTICE TO CUSTOMER. Notwithstanding, if Cox expressly authorized the Customer to resell the Service(s) (or any portion thereof) in writing in the Agreement or formal written amendment to said Agreement and/or the right to resell is required by applicable law, the following reseller terms shall apply: The end user customer(s) that Customer resells Service(s) to is defined as the "Reseller Customer(s)". Reseller Customers shall only be business customers. Customer shall not resell Services to any residential end user. Cox may, but reserves the right not to, make commercial Services (excluding video

services which are expressly prohibited) available to Customer so that Customer may offer these Services to its Reseller Customer(s) subject to the restrictions and the conditions contained in this provision and the Agreement. The Services are subject to Customer's and its Reseller Customer's compliance with the AUP which may be found at coxbusiness.com/acceptableusepolicy. Cox may terminate Services to Customer and/or any Reseller Customer if Cox reasonably determines Customer or any Reseller Customer is violating this Agreement or the AUP. Cox further reserves the right, in its sole discretion, to reject or terminate any agreement or order for Services to Customer and/or any Reseller Customer at any time during the Term of this Agreement. Customer shall be solely responsible for determining the pricing of Services provided by Customer to its Reseller Customer. Customer agrees that: 1) Customer is responsible for providing all support to Reseller Customers using the Service and shall not have its Reseller Customer contact Cox directly in the event support is needed; 2) Customer shall not make any guarantees to its Reseller Customers regarding availability or speed of the Service(s); 3) Customer shall not (i) use any Cox trademarks or logos, (ii) market or sell the Service(s) using any Cox trademarks or logos, or (iii) represent to any third party that Customer is, or is acting on behalf of, Cox in its provision of the Services to Reseller Customers; 4) neither Customer nor any Reseller Customer(s) receiving Services from Customer hereunder may resell the Services to any existing customer or currently contracted customer of Cox or any of Cox's Affiliates that is receiving Services directly from Cox; 5) Customer shall not permit any Reseller Customer to resell the Service(s) without obtaining Cox's prior written consent, which consent may be withheld in Cox's sole discretion; 6) Customer is responsible for ensuring that all Reseller Customers using the Service agree to the terms of Cox's AUP, as amended from time to time and available on Cox's website; 7) if Customer becomes aware of a violation of the AUP by any Reseller Customer, Customer shall suspend the Service to such Reseller Customer and notify Cox; 8) Cox reserves the right to terminate or suspend Service to Customer and/or any Reseller Customer using the Service if, in Cox's sole discretion, the AUP is violated; and 9) if Customer provides the Service to more than one Reseller Customer and a violation of the AUP occurs, Cox may suspend or terminate service to all Reseller Customers and Customer, as Cox does not have the ability to determine which entity is responsible for the violation. Customer shall remain fully responsible for all charges and liability for the Service(s). Upon expiration, cancellation or termination of this Agreement, Cox reserves the right to terminate all Services provided to Customer and each of the Reseller Customers receiving Services from Customer upon providing Customer with written notice of termination. Customer will defend, indemnify, and hold harmless Cox and the Cox Related Parties from and against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages for (i) any claims by any Reseller Customer(s) arising out of, or connected to, Customer and/or its Reseller Customer(s) ability or inability to use the Services, including, without limitation, claims arising from content contained in or obtained through the Service, service interruptions, service outages, or failure of Cox to provide the Services as contemplated under this Agreement; (ii) any claims relating to any Reseller Customer's violations of the AUP; and/or (iii) willful misconduct or illegal conduct of Customer and/or their Reseller Customers in connection with the use of the Services.

Customer shall be solely responsible for the costs and expense of branding, marketing and promoting its services to Reseller Customers. Customer may brand the Services under its own brand provided that the branding is not confusing and does not use, nor infringe on, any Cox brands, service marks, or trademarks. Neither Party shall be authorized to use the brands, service marks or trademarks of the other without the prior written consent which consent may be withheld in such Party's sole discretion.

Customer is solely responsible for arranging all necessary rights of access for Cox from the public rights of way to any Reseller Customer's premises, including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cox, and Customer shall be solely responsible for the costs of same. Customer shall diligently pursue execution of any access agreement in a timely manner as requested by Cox. Customer shall ensure that Reseller Customer will provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for any Cox Equipment. Cox will use reasonable efforts to make the Services available by the requested service date, provided Customer first secures Cox access to the premises. Cox shall not be liable for damages for delays in meeting Service dates due to install delays or reasons beyond Cox's reasonable control, including, without limitation, Customer's failure to arrange access. If a Reseller Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing

for Services on the date Services would have been installed. If a Reseller Customer delays installation for more than ninety (90) days after the execution of the applicable agreement for Services, Cox reserves the right to terminate the applicable agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred.

E9. **Technical Support Services.**

(a) **Cox Business Tech Solutions.** If Customer purchases Cox Business Tech Solutions, such service will be subject to this Agreement and to the terms and conditions located at www.coxbusinesstechsolutions.com (the "Cox Business Tech Solutions Website"). Cox may change the terms and conditions located at the Cox Business Tech Solutions Website at any time. In the event of a conflict between this Agreement and the terms and conditions located at the Cox Business Tech Solutions Website, the terms and conditions located at the Cox Business Tech Solutions Website shall control. Notwithstanding anything to the contrary in this Agreement, at the end of the Initial Term commitment for the Cox Business Tech Solutions Service, the term will continue on a month-to-month basis until terminated by either party on thirty (30) days' notice. During the month- to-month extension, Cox may increase the price for Cox Business Tech Solutions at any time by providing notice to Customer.

(b) **Cox Business Complete Care.** If Customer purchases Cox Business Complete Care, such Service will be subject to this Agreement and to the additional terms and conditions posted in the policies section at https://www.cox.com/aboutus/policies/business-completecare-terms.html ("CBCC Terms"). Cox may modify the CBCC Terms at any time without notice. In the event of a conflict between this Agreement and the CBCC Terms, the CBCC Terms shall control. Notwithstanding anything to the contrary in this Agreement, at the end of the Initial Term commitment for the Cox Business Complete Care Service, the term will continue on a month-to- month basis until terminated by either party on thirty (30) days' notice. During the month-to-month extension, Cox may increase the price for Cox Business Complete Care at any time by providing notice to Customer.

E10. **Cox Business Service Assurance Plan Terms and Conditions.**

If Customer elects to purchase the Cox Service Assurance Plan (the "Assurance Plan"), Customer shall be subject to the terms and conditions of this Agreement, including the following terms and conditions contained in this Section.

E10.1. **Agreement.** Customer hereby agrees to the terms and conditions of this Assurance Plan upon the execution of a CSA containing a line item for the Assurance Plan. The term of the Assurance Plan shall be coterminous with the term of any Services purchased by Customer under this Agreement. Customer agrees and acknowledges that the Assurance Plan must remain in effect for a minimum of twelve (12) consecutive months. Customer may terminate the Assurance Plan at any time after the initial twelve (12) months. If Customer terminates the Assurance Plan before the end of the initial twelve (12) months, Cox reserves the right to charge Customer the difference between (a) the amounts paid by Customer under the Assurance Plan as of the termination date and (b) the total costs incurred by Cox for any Services or equipment provided to Customer under the Assurance Plan during the initial twelve (12) month period—i.e., truck rolls, wiring and equipment costs, and any other time & materials-based costs. Customer is not required to subscribe to the Assurance Plan to receive communications Services from Cox. Key systems or PBXs used by Customer to support their Services are not covered under the Assurance Plan.

E10.2. **Customer Obligations.** Customer is responsible for maintaining and repairing all inside wiring including standard telephone jacks (collectively, "Inside Wiring") located on Customer's side of the punch-down box (or 66 block), which will be installed by Cox at the Premises. For multi- tenant office locations, the Inside Wiring is the wiring located inside of the offices leased to Customer or the business Premises that serves Customer's unit or leased area. Inside Wiring may be repaired by (i) Customer, (ii) any third party vendor at Customer's sole cost and expense, or (iii) Cox, subject to the terms and conditions of this Service Assurance Plan. Customer is required to reconnect all electronic equipment to the Inside Wiring, including reprogramming of Customer's

equipment that may be required due to loss of Inside Wiring connectivity. Customer is responsible for all damage to the Premises caused by the installation, repair or replacement of Inside Wiring including without limitation, wall board holes, wood trim damage, and other defacement due to attachment of wiring, staples, hooks, and adhesives.

E10.3. **Assurance Plan Coverage.** The Assurance Plan only provides coverage for repairs and replacement of Inside Wiring used to provide Cox voice Services provisioned on the Cox network within the Premises. Under this Assurance Plan, provided that Customer pays the Charges (as defined below) and maintains Cox telephone Services at the applicable location, Cox will perform a diagnostic analysis of Customer's telephone line(s) if Customer calls in a trouble ticket. This feature of the Assurance Plan may require a service call to Customer's location by a Cox technician. At Cox's discretion, subject to (i) exclusions and conditions contained in this Assurance Plan and (ii) the approval of Customer and/or the owner of the Premises, Cox will either repair or replace Customer's Inside Wiring at no additional charge to Customer. Customer acknowledges that replacement of Inside Wiring may require surface mounting of wiring and exterior mounted jacks. Installation of concealed wiring and flush-mounted jacks may be subject to additional charges.

E10.4. **Assurance Plan Charges.** Customer shall pay Cox the monthly recurring charges ("Charges") set forth in Customer's invoice for the Assurance Plan. The Charges are assessed in accordance with the chart below. Cox reserves the right to modify the Charges by providing Customer thirty (30) days' prior written notice via (i) bill insert, (ii) written notice set forth on the invoice; or (iii) a separate written notice.

E10.5. **Additional Conditions and Scope of the Assurance Plan.**

a) Any Customer who has purchased Cox VoiceManager^{SM} or Cox IP Centrex Service that is not terminated into a key system is eligible for this service.
b) For Customers who lease telephones from Cox, or subscribe to Cox IP Centrex Service, the Charges for the Assurance Plan are based on the total number of telephones sets leased by Customer.
c) The Assurance Plan does not include coverage for the installation of new Inside Wiring installed during the Term of this Agreement.

E10.6. **The following services are *included* in the Assurance Plan:**

a) Repair and replacement of wire from the Demarcation Point to a telephone jack;
b) Replacement of fittings, splitters, amplifiers and outlets installed or existing in accordance with accepted industry standards, as determined by Cox in its sole discretion;
c) Cox-supplied wiring that is installed at the time of installation of a Cox voice Service;
d) Provide analysis on Customer-owned equipment that may be impeding Cox Service;
e) Identification and verification that Cox-owned equipment and Cox Services are working properly;
f) Identification of incorrect Customer connections; and
g) Identification of unauthorized outlets or jacks.

E10.7. **The following services are *excluded* from coverage under the Assurance Plan:**

a) Installation of new Inside Wiring or outlets;
b) Fees associated with installation, removal, or relocation of, or change to, Cox Services;
c) Wiring used for fiber optics;
d) Any wiring that supports a competitor's service offering;
e) Repairs required due to faulty Customer equipment;
f) Repair of wiring which does not meet industry standards, Federal Communications Commission rules or the National Electrical Code;
g) Repair of wiring concealed within a wall unless Customer removes and replaces all obstructions (wall board, ceilings, flooring, etc.) to allow Cox access to such wiring;
h) Repair or replacement of telephone equipment unless provided by Cox;

i) Pre-existing condition or problem with Inside Wiring or telephone jacks causing out of service conditions. Examples include, without limitation, non-standard install practices, wiring problems (such as stapling, etc.) caused by Customer or any third party, and dangerous electrical or wiring issues;
j) Riser cables;
k) Installation or relocation of jacks or outlets;
l) "Wall fishing" or "wall punching" that may be required to perform wiring repairs;
m) Repair or replacement of Customer-owned equipment (equipment may be covered by a warranty) and wire that connects such equipment;
n) Swapping or changing out Cox or Customer- owned equipment;
o) Computer configuration assistance;
p) Repair or replacement of receiver, remote units, including battery replacement;
q) Installation of entertainment systems and related equipment; or
r) Wiring damage caused by Force Majeure, vandalism, fire, flood, earthquake, Acts of God, remodeling, gross negligence or willful damage.

As to any question of whether Services are included or excluded from the Assurance Plan, Cox will be the sole party authorized to make the determination.

E10.8. **LIMITATION OF LIABILITY.** IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY PROVIDED UNDER THE AGREEMENT, COX AND ANY COX RELATED PARTY SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM CUSTOMER'S USE OR INABILITY TO USE THE INSIDE WIRING, WHETHER COVERED BY THE ASSURANCE PLAN OR OTHERWISE. COX'S MAXIMUM LIABILITY FOR DAMAGES CAUSED BY REPAIR OR REPLACEMENT OF INSIDE WIRING UNDER THIS ASSURANCE PLAN SHALL BE LIMITED TO THE LESSER OF: (I) ALL AMOUNTS PAID BY CUSTOMER UNDER THE ASSURANCE PLAN OR (II) $250.00. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR THE REPROGRAMMING OR MALFUNCTION OF EQUIPMENT CONNECTED TO THE INSIDE WIRING SUCH AS ALARMS, METERS, SENSORS, TELEPHONE EQUIPMENT OR OTHER DEVICES.

E11. **Third Party Provided Service.** If Customer elects to purchase a third-party provided service via Cox ("**Third-Party Provided Service**"), use of the Third-Party Service shall be subject to the terms and conditions of the Agreement, including the following terms and conditions contained in this Section E12.

E11.1 **Third-Party Provided Service and Customer Data.** Customer acknowledges and understands that if it purchases a Third-Party Service through Cox, Customer expressly authorizes Cox to share Customer's information with the third-party provider, including, without limitation, Customer's name, telephone number(s), and email addresses.

E11.2 **Access and Log-in Requirements.** In order to use Third-Party Services, Customer acknowledges and understands that it may need to install, sign-in, and utilize an application or other platform provided by the third-party. Further, Customer may be required to agree to certain notices and disclaimers, terms of service, privacy statements, and other third-party requirements (collectively, the "**Third-Party Agreements**") with the third-party provider. Customer acknowledges that Cox is not a party to the Third- Party Agreements. However, these Third-Party Agreements shall not modify or supersede Customer's agreement with Cox or any of Customer's obligations in this Agreement.

E11.3 **Warranty Disclaimer and Indemnification for Third-Party Service.**

(a) **WARRANTY DISCLAIMER**. IN ADDITION TO ANY OTHER DISCLAIMER OF WARRANTIES DESCRIBED IN THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, SECTION A20 OF THE GENERAL TERMS, COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND RELATED TO THE THIRD-PARTY SERVICE. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY IF THE THIRD- PARTY SERVICE FAILS, CONTAINS ERRORS, OR IS OF POOR QUALITY. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF THE THIRD-PARTY SERVICE. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY

FOR ANY CUSTOMER INFORMATION SHARED WITH THE THIRD- PARTY PROVIDER.

(b) **Indemnification for Third-Party Service.** Customer shall indemnify, defend and hold harmless Cox, its Affiliates, employees, directors and shareholders and the Cox Related Parties from and against all claims, demands or actions arising from or related to Customer's use of the Third-Party Service.

E12. **Endpoint Protect Service Terms and Conditions.**

If Customer elects to purchase the Cox Endpoint Protect Service ("**Endpoint Protect**"), use of Endpoint Protect shall be subject to the terms and conditions of the Agreement, including the following terms and conditions contained in this Section E13.

E12.1 **License Grant.** Subject to the terms of the Agreement, Cox grants Customer a limited, non- exclusive, revocable, and nontransferable license to download, install, access and use Endpoint Protect for Customer's personal, non-commercial use strictly in accordance with the terms and conditions set forth in the Agreement.

E12.2 **Use Restrictions.** Customer agrees to use Endpoint Protect only in compliance with any applicable federal, state, and local law, statutes, and regulations. Customer will not: (i) sublicense, lease, rent, loan, transfer, or distribute Endpoint Protect to any third party; (ii) modify or prepare derivative works from Endpoint Protect; (iii) decompile or reverse engineer Endpoint Protect; (iv) publicly disseminate the results of any benchmarking studies related to Endpoint Protect; or (v) permit third parties to sell Endpoint Protect.

E12.3 **Feedback.** Customer may, at its sole discretion, provide input regarding Endpoint Protect, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of Endpoint Protect (collectively "Feedback"). Cox and/or its licensors shall be entitled to use Feedback for any purpose without notice, restriction or remuneration of any kind to Customer.

E12.4 **U.S. Government Rights.** If Endpoint Protect is being used by or licensed to the United States Government, the following shall apply: Endpoint Protect and related documentation are commercial products and services as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 and DFARS 227.7202, as applicable, and any successor regulations, and Endpoint Protect is developed exclusively at private expense. Use, modification, duplication, or disclosure by the U.S. Government shall be solely in accordance with the terms of the Agreement and is subject to the restrictions set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause of FAR 52.227-19.

E12.5 **Intellectual Property.** Customer acknowledges that title and full ownership rights to Endpoint Protect will remain the exclusive property of Cox or its licensors, and Customer shall not acquire any rights to Endpoint Protect except for the limited rights as expressly set forth in the Agreement. Customer further acknowledges that the confidential components of Endpoint Protect are the Confidential Information of Cox or its licensors.

E12.6 **Disclosures Regarding Use of Endpoint Protect.** Customer acknowledges that (i) Endpoint Protect may lead to access restrictions, data loss, loss of privacy, or any combination of the foregoing as a result of lock or wipe commands, removal of temporary files, registry keys or browser data, file scanning, remote endpoint monitoring, interception and monitoring of Internet traffic, or as a result of any other functionality of Endpoint Protect, and (ii) neither Cox nor its licensors will have any liability to Customer or any third party for any damages related to such access restrictions, data loss, or loss of privacy.

E12.7 **Disclosures Regarding Endpoint Protect Administrative Rights.** Customer acknowledges that (i) users of Endpoint Protect that have administrative rights may have capabilities to use Endpoint Protect to interfere with and monitor the usage of devices protected by Endpoint Protect, and (ii) neither Cox nor its licensors have any liability to Customer or any third party in connection with the use of such administrative rights by Customer, an end user, or any other party.

E12.8 **Export Controls.** Customer acknowledges and agree that Endpoint Protect may be subject to export controls in the United States and other countries. Customer agrees to comply with all United States export laws and regulations and with all export or import regulations of other countries, and Customer shall not and shall

not allow any third- party to remove or export from the United States or allow the export or re-export of any part of Endpoint Protect or any direct product thereof (i) into (or to a national or resident of) any embargoed or terrorist- supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; or (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re- export without first obtaining such license or approval. Customer assumes sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation.

E12.9 **Additional Restrictions.** Customer is prohibited from using Endpoint Protect if Customer is a citizen, national, or resident of, or is under control of the government of: Cuba, Iran, Sudan, North Korea, Syria, or any other country to which the United States has prohibited export. Each time Customer uses Endpoint Protect Customer represents, warrants, and covenants that (i) Customer is not a citizen, national, or resident of, nor under the control of the government of any such country to which the United States has prohibited export; (ii) Customer will not download or otherwise export or re-export Endpoint Protect, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries; (ii) Customer is not listed on the U.S. Department of Treasury's Lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, the U.S. Department of State's List of Statutorily Debarred Parties, or the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List Table of Denial Orders; (iv) Customer will not download or otherwise export or re-export Endpoint Protect, directly or indirectly, to persons on the above mentioned lists; (v) Customer will neither use nor allow Endpoint Protect to be used for any purposes prohibited by United States federal or state law, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction; (vi) Endpoint Protect will not be exported, directly, or indirectly, in violation of these laws, nor will the Endpoint Protect be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation; and (vii) Customer will not use or permit others to use Endpoint Protect to create, store, backup, distribute, or provide access to child pornography or any other content or data which is illegal under the relevant laws of the United States, Switzerland, Singapore or Customer's jurisdiction.

E13. **Webex.** Customer's use of Webex, Webex Meetings, Webex App, or such other similar service from Cisco or Broadsoft ("**Webex Services**") are subject to certain third-party terms or policies including (as applicable): (i) the Cisco End User License Agreement found at <www.cisco.com/go/eula>, (ii) the Customer Master Data Protection Agreement found at <trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf>, and (iii) the Cisco Privacy Data Sheets for Webex Meetings and Webex App found at <trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency>. These and other third-party terms and policies are subject to change and may be updated from time to time without notice. Customer's use of such Webex Services constitutes Customer's agreement to be bound by these third-party terms and policies, and Customer is responsible for complying with all applicable third-party terms and policies. For clarity, Webex Services are a Third Party Service. In addition to all other disclaimers of warranties, including, without limitation, Sections A20 and E12.3(a), Webex Services are provided "as is" and used at Customer's own risk.

E14. NOCaaS. This Agreement is not intended for Network Operations Center monitoring services ("NOCaaS") unless this Agreement includes a Statement of Work for NOCaaS that is attached to and incorporated into this Agreement and mutually agreed to by the Parties. Notwithstanding anything to the contrary in this Agreement, if NOCaaS are covered under this Agreement but there is not a Statement of Work for NOCaaS that is attached to and incorporated into this Agreement, then Cox reserves the right, in its sole discretion, to terminate the NOCaaS, and/or this Agreement (or any portion thereof) upon at least five (5) days' written notice to Customer**.**

F. Terms and Conditions Applicable to Cloud Services and Services Provided by or Resold by RapidScale

In addition to all provisions in Section A above, the provisions of Section F shall also apply to all Cloud Service(s):

F.1 **Cloud Services – General.** Cox's obligations under the Agreement may be performed by its Affiliates, including, but not limited to, RapidScale, Inc. ("RapidScale"). Services provided by RapidScale are subject to the "RapidScale Terms and Conditions" at https://rapidscale.net/terms-and-conditions which are incorporated into this Agreement by this reference. For any Service provided by RapidScale under this Agreement, in the event of a conflict between the RapidScale Terms and Conditions and these General Terms, the RapidScale Terms and Conditions shall control. This Agreement may include RapidScale Statements of Works signed that are signed by both Parties and any other documents that are expressly incorporated herein (collectively, the "Service Document(s)").

F.2 **Professional Services.** Any requests for ancillary professional Services not described in the applicable Service Documents may be provided on an individual case basis as agreed to in writing signed by both Parties. Such professional Services ("Professional Services") are billable at Cox's or RapidScale's then- current standard hourly rate, as applicable.

F.3 **Responsibility for Account, Content and Data.** Customer is responsible for all activity that occurs via the Customer account. If Customer becomes aware of any unauthorized use of the Cloud Services, Customer account and/or passwords, Customer will notify Cox as promptly as possible. Customer is solely responsible for all data and content that Customer or any end user makes available on, uses, shares and/or processes through the Cloud Services. Customer will obtain and maintain any required consents necessary to permit the processing and use of such content and data under the Agreement by the Cloud Services. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER DATA AND CONTENT, UNLESS EXPRESSLY AGREED OTHERWISE IN WRITING.

F.4 **Third Party Products.** Certain Cloud Services are provided to Customer via third parties and may be subject to separate third-party terms and conditions. To the extent such third-party terms and conditions supersede or otherwise conflict with the Agreement, such third-party terms and conditions govern Customer's use of that third- party Service.

F.5 **Access to Data.** For certain Services, Cox backs up Customer systems on a periodic basis so that Cox is able to more quickly restore the systems in the event of a failure. These backups are made on a snap- shot basis and, therefore, capture only the information that exists on the system at the time of the backup. In addition, Cox may destroy all but the most recent backup. These backups may not be available to Customer or, if available, may not be useful to Customer outside of the Cox environment.

F.6 **Data Processor.** Cox is a data processor and not a data controller (i.e., Customer is the data controller).

F.7 **Maintenance.** Customer acknowledges that the Cloud Services may be subject to maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

F.8 **Internet Data Center.** This subsection shall apply, if Customer and/or its authorized representatives have access to Cox's Internet Data Center(s) ("IDC") as a part of Cloud Services. The provisions in this subsection are in addition to, and to the extent not in conflict with, the rules of the individual IDC or Cox security or related policies. Only those individuals properly authorized by Cox's Network Operations Center in accordance with Cox's security policies shall be permitted access the IDCs. Customer shall deliver prior written notice to Cox of any personnel for which Customer desires to provide IDC access ("Authorized Personnel") in accordance with Cox's security policies. Customer and its Authorized Personnel shall not allow any unauthorized persons to have access to or enter any IDC, such as by "tailgating" or any other means. Customer and its Authorized Personnel may only access that portion of an IDC made available by Cox to Customer for the placement of Customer's equipment and use of the IDC Cloud Services (the "Customer Area"), and common areas of the IDC (e.g., entryways and bathrooms), unless otherwise approved and accompanied by an authorized Cox representative. Customer and its Authorized Personnel shall adhere to and abide by all security and safety measures established by Cox from time to time and set forth in the Customer Guide provided by Cox to Customer or posted at the IDC. Customer and its Authorized Personnel shall not: (a) touch, inspect,

interface, or interfere with, use, misuse, or abuse any Cox or third party's property or equipment; (b) harass or interfere with the normal activities of any individual, including Cox or other customers' employees or authorized representatives; or (c) engage in or assist another in engaging in any activity that is in violation of the law or this Agreement. Customer and its Authorized Personnel shall keep each Customer Area clean, free, and clear of debris and refuse. Customer shall not, except as otherwise agreed to in writing by Cox: (a) place any computer hardware or other equipment in the Customer Area that is not required for the use or implementation of Cloud Services or which contains any combustible or hazardous material; (b) store any paper products or other combustible materials of any kind in the Customer Area (other than equipment manuals); or (c) bring any Prohibited Materials (as defined below) into any IDC. "Prohibited Materials" include, without limitation, the following and any other similar items: food and drink; tobacco products; explosives and weapons; hazardous materials of chemicals; alcohol, illegal drugs, and other intoxicants; magnets or electro-magnetic devices; radioactive materials; or photographic or recording equipment of any kind (other than tape or digital backup equipment used exclusively for the Customer's own equipment). Each piece of equipment installed in a Customer Area (the "Customer Equipment") must be clearly labeled with Customer's name (or code name provided in writing to Cox) and individual component identification. All Customer Equipment shall be identified in writing by Customer and each connection to and from a piece of Customer Equipment shall be clearly labeled with Customer's name (or code name provided in writing to Cox) and the starting and ending point of the connection. Customer Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption, and clearance requirements. Customer must provide Cox with at least 48 hours' prior notice any time Customer intends to connect or disconnect any Customer Equipment or other equipment.