

WILKES TELEPHONE & ELECTRIC COMPANY AND AFFILIATED COMPANIES TERMS OF SERVICE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES YOUR SIGNING AN AGREEMENT BEFORE REQUESTED SERVICES CAN BE INSTALLED.

You must accept these TERMS OF SERVICE (TOS) as a condition of receiving the Services. For purposes of these TOS, "you" and "your" refer to the person purchasing the Services. "We," "our," "us," refer to WILKES TELEPHONE & ELECTRIC COMPANY AND AFFILIATED COMPANIES referred to as "Wilkes".

Wilkes will comply with all applicable federal, state and local laws and associated tariffs, to the extent that such laws and tariffs rules apply to Wilkes and its obligations under the TOS. If there is any conflict between the TOS and such applicable law, such applicable law or tariff controls. These conflicts could include, but are not limited to, fees and charges for service, billing and payments, notices, and your rights and remedies.

Legal Authority. You must be at least 18 years of age to purchase the Services as an individual or to accept these TOS as an authorized representative for the person or entity who purchases the Services. By accepting these TOS, you confirm you are an adult of at least 18 years of age. If you are an entity, by accepting these TOS, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these TOS; and you are also confirming that these TOS constitute a valid and binding obligation of yours. By enrolling in, activating, using, or paying for the Services, you agree to the terms and conditions in these TOS, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on the Wilkes (Nu-z.net) web site, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned

terms and conditions, do not use the Services, and cancel the Services immediately by calling Wilkes at 1-706-678-2121 or 706-359-3111 for further directions.

Updates. These TOS may be updated or changed from time to time. You can review the most current version of these TOS at any time at: www.nu-z.net. If Wilkes makes a change to these TOS and that change has a material impact on the Services, you will be provided notice of that change. Your continued use of the Services following such notice constitutes your acceptance of those changes.

1. **ACCEPTABLE USE AND PRIVACY POLICIES** (for use of Nu-z.net Internet Services)

Use of the Services is subject to the **nu-z.net Acceptable Use Policy** available at www.nu-z.net, which is incorporated herein by reference. Once you have purchased the Services you will have an account with Wilkes.

INSTALLATION/SERVICE

You will be responsible for payment of service charges for visits by Wilkes or its subcontractors to your premises when a service request results from causes not attributable to Wilkes or its subcontractors. You will provide Wilkes and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and if you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes, you agree to the terms and conditions and associated charges with respect to the related access and subsequent work requested during said visit. You understand and agree that Wilkes may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces). If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations Wilkes deems appropriate for the work to be performed. You further agree that you will obtain and provide to the Wilkes representative upon site visits written authorization from the property owner for Wilkes to make such amendments to said property for the purpose to install requested services.

You acknowledge that Wilkes may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"). You warrant that you own or control the Inside Wiring, and give Wilkes permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify Wilkes from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

2. FEES AND CHARGES

Agreement to Pay. You agree to pay all fees and charges for the Services associated with your Wilkes Account, including recurring and nonrecurring charges, taxes, fees, surcharges, and assessments applicable to the Services, associated equipment, installation and maintenance, and including all usage and other charges associated with your account. In order to provide you with the Services, Wilkes may pay taxes, fees, and surcharges to municipalities and other governmental entities, which Wilkes may pass on to you.

Late Payment Charge and Dishonored Check or Other Instrument Fee. If the entire amount of payment due is not received by the payment due date, a late payment charge will be charged to you. Wilkes may assign unpaid late balances to a collection agency for appropriate action. You agree to reimburse Wilkes for all costs and expenses incurred to recover sums due, including the fees of any collection agency, attorneys' fees and other legal expenses. You will be charged a fee for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason.

Changes to Fees & Charges. If you signed up for Services for a specified term, you agree that if you cancel your plan before the end of the term, you will pay any applicable early termination fee. At the conclusion of your term, Wilkes will automatically begin charging the applicable month-to-month fee. If you purchased the Services as part of a bundled offering with one or more other products and are receiving a discount based upon that bundled offering, your discount may cease and you may be billed the standard monthly rate for the Services if you change or disconnect one or more of the services in the applicable bundle. Wilkes may, upon notice required by applicable laws, at any time change the amount of or basis for determining any fee or charge or institute new fees or charges.

3. **BILLING AND PAYMENTS**

Credit Card Authorization. You may be asked to provide us with a valid email address and a credit card number from a card issuer that we accept in order to activate your Services. You hereby authorize Wilkes to charge and/or place a hold on your credit card with respect to any unpaid charges related to the Services. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that these TOS are to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize Wilkes and/or any other company who bills products or services, or acts as billing agent for Wilkes to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full.

You agree to provide Wilkes with updated credit card information upon Wilkes's request and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Without limiting the applicability of any other provisions of this TOS, you acknowledge and agree that neither Wilkes nor any affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at Wilkes's option, to the account number provided for such automatic payment or electronic funds transfer plan.

Advance Payments, Deposits, Fees and Limits. We may require you to make pre-payments or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in these TOS or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate.

Payment Cycle and Cancellation. Billing for the Services commences when Wilkes has provisioned the Services. Recurring charges for each month's Services will be billed one

month in advance. Billing is based on a 30-day cycle. Non-recurring and usage-based charges for the Services generally will be billed in the billing cycle following the transaction. Your first bill for Services will include pro-rated charges for a partial monthly period prior to the beginning of your first monthly billing cycle. Upon termination you will be charged for the pro-rated number of days for which you had Services in that billing cycle and, if applicable, you will receive a credit for any balance of payments for Services billed in advance.

Method of Billing/Payment. Fees and charges for the Services will be billed to your Wilkes Account. You may both access and pay your bill for the Service online at www.nu-z.net. You must register with a Wilkes Customer Service Representative to establish a personal Wilkes Account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal Wilkes Account (username and password required). Wilkes is not liable for any claims, costs, damages, or expenses arising from a lost, misplaced, or stolen password. If you forgot your password or want to change your password for any reason, you may request to reset your password by contacting Wilkes' business office and request assistance from Wilkes' Customer Service Representatives. It is your responsibility to notify Wilkes immediately if your contact information changes.

Bill Inquiries and Refunds. If you believe you have been billed in error for the Services, please notify us within ten (10) days of the billing date by contacting Customer Service (706-678-2121 or 706-359-3111).

EQUIPMENT

Equipment may be new or fully inspected and tested. Depending on your service address, your Services will include one of the following Equipment configurations:

Rental fees may be included in your monthly charge for the Services or be charged separately. Rental/purchase options depend on the Wilkes Services you order and installation options you choose. If the equipment requires electrical power from your premises to operate, you will be responsible for providing access to electrical power outlets and for any fees incurred for monthly charges associated with power access from your power company provider.

In the event your service facilities provided by Wilkes operate on a Fiber-to-the-Home Network and plant facility, you will have an Optical Network Terminal ("ONT"), installed- this is a box typically located on the side of your house or in your garage, where Wilkes's fiber network terminates. The ONT also requires electrical power from your home to operate, which you are responsible for providing. Wilkes will install an initial power supply box for the ONT when the first resident at a premises orders Wilkes services. The ONT power supply box converts the AC power in your home to the DC power required by the ONT.

Wilkes will also provide a Network Interface Device ("NID") which will serve as a customer test point for dial tone at your premise.

Backup Battery for ONT

If there is an ONT at your premises, Wilkes provides the initial and subsequent backup batteries for the ONT power supply box to you at no additional charge when your Wilkes service is installed. If a prior resident of the premises was the first resident to order Wilkes services, Wilkes will be responsible for determining whether a replacement battery for the existing ONT power supply box is needed and, if one is needed, for purchasing it. You hereby agree that you may be held solely responsible for determining when the backup battery requires replacement and for replacing and recycling used batteries and notifying Wilkes if attention is warranted in this regard. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries.

Wilkes will repair or replace damaged leased equipment as Wilkes deems necessary. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. If the Equipment was damaged due to your intentional acts or negligence as determined by Wilkes, you will be responsible for the price of repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended use, and not for any other purpose.

Return of Equipment.

Upon termination of the Services, for whatever reason, you must return the Equipment, undamaged, immediately upon termination or request to terminate service to Wilkes. If the Equipment is not returned, or is returned damaged, you will be charged for the value of the Equipment. If the Equipment is returned within sixty (60) days of the actual termination date, any fees charged for the Equipment may be refunded (other than fees for damages). No refunds will be made for any Equipment returned more than sixty (60) days after the actual termination date.

Wilkes will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment, which could include the initial battery backup units provided to Wilkes customers. Wilkes holds no responsibility to troubleshoot customer-owned equipment; network set-ups, or any customer-owned inside wiring or facility other than to deem that Wilkes' services are in working order to the demarcation point. If during such investigation, it is deemed that customer-owned equipment and/or wiring, or equipment installation is the cause of trouble reported to Wilkes and further investigated by Wilkes, a charge will be incurred by customer inclusive of time and repair materials necessary to restore service to working order by Wilkes personnel.

INTERRUPTIONS, LIMITATIONS, AND MODIFICATIONS TO SERVICE

Service may be temporarily interrupted or otherwise limited for a variety of reasons; some beyond the control of Wilkes. Wilkes reserves the right to refuse credit allowances for interruptions of Service. Wilkes also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability.

IP Network Interruptions

You acknowledge and understand that the Services will not function in the event of an IP network interruption.

Customer Duty. You agree to keep confidential all passwords, user IDs, IP addresses, and other account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your Wilkes or affiliated companies Account, password, user ID, or IP address. You agree to: (a) immediately notify Wilkes if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with the Customer either for profit or not for profit) or unauthorized disclosure or use of your Wilkes Account, password, user ID, or any credit or charge card number provided to Wilkes.

Assumption of Risk. There is a risk that other users may attempt to access your Services, such as through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

4. **SUSPENSION AND TERMINATION**

Suspension/Termination by Wilkes. Your Services may be suspended or terminated if your payment is past due. Wilkes may also suspend or terminate your Services if it is determined that there is previously unpaid, undisputed and outstanding debt for Wilkes' service. Such suspension or termination may continue until satisfactory arrangements have been made for the payment of all past unpaid charges. You will be charged a fee to restore your Service from suspension. In addition, Wilkes may immediately terminate all or a portion of your Service or suspend Service, without notice, for conduct that Wilkes believes (a) is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten; (b) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); or (c) is a violation of these TOS, or any applicable policies or guidelines (including the Acceptable Use Policy), and Wilkes may refer such use to law enforcement authorities without notice to you. Termination or suspension by WILKES of the Services also constitutes termination or suspension (as applicable) of your license to use any Software, if applicable.

Contacts to Terminate Service. You (THE ACCOUNT FINANCIAL RESPONSIBLE PARTY OR A LEGALLY APPOINTED ACCOUNT REPRESENTATIVE ONLY) may terminate the Services at any time by calling 706-678-2121 or 706-359-3111 and providing the adequate account

access information including PIN access codes, or adequate information to ensure proper identification of your ownership of said account. You may further make notice of your intent to terminate by contacting Wilkes in writing and delivered to 110 East Liberty Street, Washington, Georgia, 30673 or 155 South Peachtree Street, Lincolnton, Georgia 30817. You must pay service fees and other charges incurred through the termination date, including any early termination fees applicable. If you rent your Equipment, you will also be charged the value of any Equipment that is not returned.

DISPUTE RESOLUTION WITH WILKES BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling Wilkes at 706-678-2121 or 706-359-3111. In any event that Wilkes's customer service department is unable to resolve a complaint you may have to your satisfaction (or if Wilkes has not been able to resolve a dispute it has with you after attempting to do so informally), you may file a complaint with Wilkes' corporate office located at 11 Court Street, Washington, Georgia 30673 (or via USPS at P O ox 277, Washington, Georgia 30673).

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WILKES MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR THE SERVICES WILL NOT CONFLICT OR INTERFERE WITH OTHER SERVICES FROM WILKES OR THIRD PARTIES THAT YOU RECEIVE AT YOUR PREMISES.

IN ANY EVENT, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH WILKES IN CONNECTION WITH THE SERVICE IS A REFUND NOT TO EXCEED THE TOTAL AMOUNT OF SERVICES BILLED.

CREDIT REPORTING AUTHORIZATION

As permitted under applicable laws and without limitation to other rights provided in these TOS or other applicable policies, you authorize Wilkes to (a) disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use your credit report and other credit information from any source in connection with Wilkes's offering of the Services and other services. You understand that if you fail to fulfill the terms of your obligations under these TOS, Wilkes may report your failure to a credit reporting agency

Power Outages and Backup Batteries. YOU ACKNOWLEDGE AND UNDERSTAND THAT WILKES VOICE REQUIRES ELECTRICAL POWER TO FUNCTION AND THAT YOU THEREFORE MUST AT ALL TIMES MAINTAIN A WORKING BACKUP BATTERY FOR YOUR NID, AND YOUR ONT TO BE SUPPORTED DURING A POWER OUTAGE. YOU ACKNOWLEDGE AND UNDERSTAND THAT IT WILL TAKE APPROXIMATELY 18 HOURS TO CHARGE AN INITIAL BACKUP BATTERY AFTER WILKES VOICE IS INSTALLED AND/OR AFTER A REPLACEMENT BATTERY IS INSTALLED. YOU ACKNOWLEDGE AND UNDERSTAND THAT TO CONSERVE BATTERY POWER DURING A POWER OUTAGE, YOU SHOULD NOT ATTEMPT TO USE THE BACKUP BATTERIES FOR ANY PURPOSE OTHER THAN TO POWER YOUR WILKES VOICE SERVICE. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE BACKUP BATTERIES INITIALLY SUPPLIED BY WILKES DO NOT PROVIDE POWER FOR CORDLESS PHONES AND THAT, IF YOU ARE USING A CORDLESS PHONE WITH YOUR WILKES VOICE SERVICE, A SEPARATE BACKUP BATTERY OR OTHER POWER SOURCE MAY BE REQUIRED IF THERE IS A POWER OUTAGE WHICH YOU WILL BE RESPONSIBLE TO SUPPLY.

I. Home Alarm and Other Device Compatibility

WILKES MAKES NO WARRANTY THAT WILKES VOICE SERVICE USED AS A COMMUNICATIONS PATHWAY FOR MONITORED BURGLAR ALARMS, MONITORED FIRE ALARMS, AND/OR MEDICAL MONITORING SYSTEMS OR DEVICES, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE SERVICE WILL BE COMPATIBLE WITH ANY PARTICULAR OR ALL MONITORED BURGLAR ALARM(S), MONITORED FIRE ALARM(S), OR MEDICAL MONITORING SYSTEM(S) OR DEVICE(S), OR BATTERY BACKUP POWER WILL BE SUFFICIENT TO MAINTAIN THE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES,

Potential Incompatibility with Monitored Fire Burglar Alarm, Monitored Fire Alarm, and Medical Monitoring Systems, and Other Devices. MONITORED FIRE ALARM AND BURGLAR ALARM SYSTEMS AND MEDICAL MONITORING DEVICES MAY NOT BE COMPATIBLE WITH WILKES VOICE SERVICE.

IF YOU HAVE OR PURCHASE A MONITORED FIRE ALARM OR BURGLAR ALARM SYSTEM OR A MEDICAL MONITORING DEVICE THAT YOU INTEND TO USE WITH WILKES VOICE AS THE COMMUNICATIONS PATHWAY, YOU AGREE TO CONTACT YOUR PROVIDER FOR THOSE SYSTEMS/DEVICES TO DETERMINE COMPATIBILITY WITH WILKES VOICE SERVICE AND TO ARRANGE FOR YOUR PROVIDER TO TEST SUCH SYSTEMS/DEVICES AFTER INSTALLATION OF WILKES VOICE SERVICE. YOU ALSO ACKNOWLEDGE AND UNDERSTAND THAT EVEN IF SUCH SYSTEMS AND DEVICES ARE COMPATIBLE WITH WILKES VOICE SERVICE, THEY WILL NOT BE ABLE TO COMMUNICATE WITH MONITORING STATIONS DURING A POWER OUTAGE UNLESS YOU MAINTAIN BATTERY BACKUP POWER FOR WILKES VOICE AS DESCRIBED IN THESE TOS. IF YOU PURCHASE A MONITORED BURGLAR ALARM OR MONITORED FIRE ALARM SYSTEM AFTER WILKES VOICE HAS BEEN INSTALLED, YOU ALSO AGREE TO CALL WILKES PRIOR TO INSTALLATION OF ANY SUCH SYSTEM. SUBSEQUENT INSTALLATION OF THESE SYSTEMS MAY REQUIRE RE-WIRING OF WILKES VOICE SERVICE, WHICH MAY ALSO RESULT IN TIME AND MATERIAL CHARGES. (WILKES DOES NOT PROVIDE SUPPORT FOR, OR RE-WIRING OF WILKES VOICE IN SUPPORT OF, MEDICAL MONITORING SYSTEMS OR DEVICES UNLESS SAID SYSTEM IS PURCHASED THRU WILKES OR ITS AFFILIATE).

ONCE WILKES VOICE HAS BEEN INSTALLED FOR USE WITH A MONITORED FIRE ALARM OR MONITORED BURGLAR ALARM SYSTEM, YOU AGREE THAT YOU WILL NOT CHANGE OR MODIFY THE INSIDE WIRING OF YOUR HOME OR MOVE OR RECONFIGURE YOUR INTERIOR WIRING/FACILITIES IN ANY WAY WITHOUT CONTACTING WILKES AND YOUR ALARM SERVICE PROVIDER. YOU ACKNOWLEDGE AND UNDERSTAND THAT IF YOU CHANGE OR MODIFY YOUR INSIDE WIRING, MOVE OR RECONFIGURE YOUR FACILITIES IN ANY WAY, THIS COULD RESULT IN A FAILURE OF YOUR MONITORED BURGLAR ALARM OR MONITORED FIRE ALARM SYSTEM.

BY ACCEPTING THESE TOS, YOU USE WILKES VOICE SERVICE AT YOUR OWN RISK AND WAIVE ANY CLAIM AGAINST WILKES FOR INTERFERENCE WITH OR DISRUPTION OF A MONITORED FIRE ALARM OR BURGLAR ALARM SYSTEM, A MEDICAL MONITORING DEVICE, OR OTHER SUCH SYSTEMS OR DEVICES DUE TO THE WILKES VOICE SERVICE.

1. **WILKES High Speed Internet Service**

- a. **Speed.** The Service is composed of broadband access to the Internet provided by WILKES. WILKES offers many broadband service options, each of which has a unique Service Capability Speed range. The current speed ranges may be found at <http://www.nu-z.net>
- b. WILKES may periodically introduce new speed ranges or revise the existing speed ranges. Because these new speed ranges may become available before this Agreement is updated, you should check <http://www.nu-z.net> for the most current product information. For purposes of clarity, this Agreement applies to all speed ranges offered by WILKES, even those which are not specifically identified above.
- c. **IP Addresses.** WILKES High Speed Internet and WILKES High Speed Internet Services are provided with either a dynamic Internet Protocol ("IP") address, a static IP address, or multiple static IP address service (as applicable) at WILKES's sole discretion. Static IP addresses are not available with all speeds and are leased at a monthly recurring fee. The dynamic IP address is a single Internet address intended for use with a single Member Account and any associated Sub Accounts. The static IP address or multiple static IP address is intended for use with a single computer or a network of computer/servers. You may not use the Service in a manner that is inconsistent with these intended uses.

- d. **Availability.** Wilkes High Speed Internet (Broadband) Service is available to all subscriber locations within the Wilkes footprint currently served with Fiber Mainline Facilities. If your premise address was in working service condition at the time of fiber mainline construction was completed in your service area, a drop placement (aerial or buried) should (may) be in place. If during mainline construction a drop placement was not done at your premise, Wilkes will perform the necessary field work to place a drop within a period to ten business day window to meet your request for service.

- e. **Service/Site Changes.** WILKES reserves the right to modify or discontinue the Service or Site (including rates and charges), temporarily or permanently. If WILKES makes a change that would have a material impact on your Service, WILKES will give you at least thirty (30) calendar days notice. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions.

- f. **Data Usage.** Wilkes does not currently require or contract for data usage allowance. Any change in the provisioning of this policy would be preceded with no less than a 30 day written notice.

Signature of Financial Responsible Party of Wilkes Account Date

Printed Name of Financial Responsible Party of Wilkes Account

IVUE ACCOUNT NUMBER ASSOCIATE WITH AGREEMENT _____

Signature of Wilkes Telephone & Electric Company Representative Date
