

RESIDENTIAL TERMS OF SERVICE

These Residential Terms of Service (together with any other parts of Your agreement with NITCO as described herein, the "Agreement") are between You, as customer ("You", "Your", or "Customer") and The Northwestern Indiana Telephone Company Inc. ("NITCO", "We", "Us", or "Our") and set forth the terms and conditions under which You agree to use, and we agree to provide Services, which may include Voice Telephone Services, Broadband Internet and Data Services (FIOS, DSL, or Wireless), Television Services (including Internet protocol television services through Skitter TVTM), and any other services that NITCO may from time to time offer (hereinafter referred to, individually or collectively, as "Service" or "Services"). Your first billing statement from NITCO will contain a description of the particular Services that You have purchased from NITCO, and the terms and conditions expressed in this Agreement shall govern all Services described in that billing statement.

You and NITCO agree that the terms and conditions contained in this Agreement, together with any and all service orders and other documents executed by You and NITCO, all of which are hereby expressly incorporated by reference into this Agreement and their accompanying addenda, constitute the Agreement between You and NITCO for the use of Services selected by You and provided by NITCO. However, if you have previously entered into a Residential Service Agreement with NITCO, the terms and conditions of this Agreement shall replace and take precedence over the terms of any other agreement. If the terms of any other agreement between you and NITCO conflict with the terms of this Agreement, this Agreement will control.

The terms, provisions, and conditions set forth in Sections 1 through 6, together with Sections 10 and 11, of this Agreement are applicable to all Services. Section 7 contains terms, provisions, and conditions which are applicable only to NITCO Voice Telephone Services and, which, if ordered by Customer or provided by NITCO, shall govern the provision of, and payment for, such Services. Section 8 contains terms, provisions, and conditions which are applicable only to NITCO Broadband Internet and Data Services, which, if ordered by Customer or provided by NITCO, shall govern the provision of, and payment for, such Services. Section 9 contains terms, provisions, and conditions which are applicable only to NITCO Television Services, which, if ordered by Customer or provided by NITCO, shall govern the provision of, and payment for, such Services

GENERAL TERMS AND CONDITIONS

1. **Acceptance of Agreement.** You will have accepted this Agreement and be bound by its terms and conditions by initiating or continuing Your use of the Services.
2. **Commencement Date.** You agree that term of the Agreement begins on the date of Service installation (the "Service Commencement Date") and continues for the duration described in your first billing statement. At the expiration of this term, this Agreement may automatically renew or may carry forward on a month-to-month basis unless it is terminated by You or NITCO by giving proper notice as described in this Agreement.
3. **Responsibilities for Use and Security.** You are responsible for all use of Your Service and account, whether by You or someone using Your account, with or without Your permission, including all secondary or sub-accounts associated with Your primary account. You are responsible for securing Your telephone and computer equipment against fraudulent activities and unauthorized use, and You agree to assume all risk and financial responsibility and obligation associated with fees and charges which may be incurred as a result of

fraudulent or unauthorized activities. You agree to comply with all applicable laws, regulations and rules regarding use of the Service.

4. **Purpose of Services.** The Services are provided for Your personal use and the use of the members of your household, for non-commercial uses only. You may not resell, re-provision or rent the Service to other individuals or entities (either for a fee or without charge).
5. **Lawful Purposes Only.** You may use NITCO Service for lawful purposes only. You may not use the Services for any illegal or fraudulent activity.
6. **Notices.** All notices and communication from You to NITCO, including any notice of non-renewal or notice of termination of any Service, shall be delivered in writing via U.S. Mail or Common Carrier to: The Northwestern Indiana Telephone Company Inc., 205 N. Washington St., Hebron, IN 46341. All notices from NITCO to You shall be delivered in writing to You at the address where Service is provided or any mailing or email address to which You have directed NITCO to deliver invoices or other communications. If You relocate or wish to change or correct the address where NITCO sends such invoices and communications, You must notify NITCO within fifteen (15) days of the date when you would like to begin receiving notices at the new or corrected address. NITCO accepts no responsibility if you fail to receive invoices, communications, or other notices due to your failure to timely notify NITCO of a change in address.

CHARGES AND BILLINGS

1. **Charges, Fees and Taxes.** You agree to pay all charges associated with the Services as invoiced by NITCO. Invoices are due upon receipt. Charges may include, but are not limited to, installation charges, monthly service charges, toll charges, technician service call charges, equipment charges, applicable federal, states and local taxes and fees, regulatory recovery fees imposed upon NITCO including municipal, state, or federal government assessed fees or surcharges, early termination charges, if applicable, and late fees if applicable. You agree to pay any all taxes and or government mandated fees that may be assessed retroactively. You agree that all fees and charges begin on the Service Commencement Date. Unless otherwise agreed by NITCO, all fees shall be paid by credit card.
2. **Termination of Agreement and Default.**
 1. **Termination by NITCO.**
 1. Due to Customer Default. NITCO may terminate this Agreement if You fail to make any payment when due or You fail to comply with any other term or condition of this Agreement. In such a case, NITCO may terminate this Agreement by giving You ten (10) days prior written notice of its intent to terminate if You do not remedy the default. If the default is not remedied:
 2. NITCO shall have the right to terminate this Agreement, and NITCO may terminate the Services provided under this Agreement and shall be relieved from any further responsibility or liability under this Agreement;
 3. Immediately upon NITCO's termination of this Agreement, You shall return all Equipment to NITCO;
 4. All payments due at the time of termination by NITCO shall become immediately due and payable, and all subscriber fees already paid to NITCO shall be kept by NITCO as liquidated damages to NITCO;
 5. In addition to all other remedies, NITCO shall be entitled to all remedies available against You at law or in equity;
 6. Customer accounts in default are subject to an interest charge of 1.0% per month or the maximum allowable rate for prejudgment interest under state law.

7. You shall pay NITCO its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Agreement.
2. **Due to Third Party.** If You have selected Services that NITCO provides through an affiliation with any other business or entity, this Agreement shall terminate if for whatever reason NITCO's contractual relationship or affiliation with that business or entity is terminated or discontinued. The foregoing includes but is not limited to the providers of Skitter TVTM, Skitter, Inc., Skitter Cable TV, Inc., or any parent or subsidiary company thereof. Upon such termination You shall return the Equipment to NITCO.
3. **Termination by Customer.** You may terminate this Agreement by submitting a written request for termination (via fax or U.S. Mail) to NITCO at the address listed in this Agreement. Any Agreement terminated under this provision shall be subject to a termination fee, which shall equal the monthly service fee multiplied by the number of months remaining in the term of this Agreement, and reimbursement for installation costs based on the remaining term of contract. In the event of termination under this provision by You, all amounts remaining due and owing to NITCO, including aforesaid termination fee, shall be due within thirty (30) days of termination. Accounts not paid within thirty (30) days of termination shall be deemed delinquent. Verbal requests to terminate month-to-month service received by NITCO prior to close of business on the fifteenth (15th) day of the month shall have a termination date of the first day of the month following the receipt of the termination request. Termination requests received by NITCO after close of business on the fifteenth (15th) day of the month through the end of that month shall have a termination date of the first day of the second month following the date of receipt. In the event of termination under this provision by a Customer, all amounts remaining due and owing to NITCO, including aforesaid termination fee, shall be due within thirty (30) days of termination. Accounts not paid within thirty (30) days of termination shall be deemed delinquent.
3. **Billing Disputes and Inquiries.** If You dispute a NITCO invoice or request an invoice credit, or if You believe there to be any disagreement between NITCO and You pertaining to any amount You owe to NITCO, You must contact us within ninety (15) days of the date of such invoice or upon Your discovery of such disagreement. Any such disputes shall be delivered to NITCO in writing. You agree to waive any disputes or credits that You do not report within ninety (15) days of Your receipt of invoice. If You dispute a portion of Your invoice, You agree to fully and promptly pay any undisputed portion of Your invoice.

ACCESS TO YOUR PREMISES, REPAIR AND NITCO/CUSTOMER RESPONSIBILITIES

1. **Access.** You agree to allow us and/or our agents to enter Your property at which the Service and Company Equipment will be provided for the purpose of installing, configuring, maintaining, upgrading, repairing, replacing, or removing the Company Equipment or Service. You warrant that You are the owner of the premises or that You have the authority to provide us access to the premises. At all times during the term of this Agreement, You represent to NITCO that NITCO will provide its Services by way of accessing, using, and installing NITCO's equipment upon only property owned and controlled by You, and You have not requested or required NITCO to enter upon, access, or use property not owned and controlled by You.
2. **Company Equipment.** The term "Company Equipment" means any hardware, antenna, router, gateway, wiring, or other device installed by us at Your premises to enable the Services to function. You agree that Company Equipment shall remain the property of NITCO at all times, including after the termination or expiration of this Agreement. You agree

that Company Equipment installed at Your premises shall be used only to render the Service under this Agreement. You agree You will not tamper with Company Equipment or attempt to move or maintain the equipment, and You will not allow any third parties to do so. You agree that You will not attach anything to Company Equipment which impairs the integrity of our network or degrades the networks strength or signal quality. At Your request, we may relocate the Company Equipment upon Your premises for an additional charge, and at a time agreeable to You and us. You agree to either return Company Equipment to us, or to allow us access to the premises to remove Company Equipment upon termination of Services, and You agree to compensate us at our replacement cost if our access to the premises is refused for the purpose of removing Company Equipment or if You fail to return any Company Equipment within ten (10) business days from the date the Services are terminated. In addition, if any Company Equipment is stolen or damaged while in Your possession, You agree to pay its replacement cost. We recommend the Company Equipment we install at Your premises be covered by Your insurance policy; however, in any event resulting in damaged, lost, or stolen Company Equipment, it is solely Your responsibility to compensate us directly, at our replacement cost, whether Company Equipment was covered by insurance or not, and whether reimbursed by Your insurance company or not.

3. Customer Equipment. NITCO shall have no obligation to install, maintain, or repair any Customer owned or Customer provided equipment. You shall be solely responsible for providing the maintenance, repair, operation, and replacement of all inside wiring of any kind, including, but not limited to, telephone, CATV coaxial, CAT5, CAT6, and ethernet; as well as Your router; computer equipment; and all other facilities owned and controlled by You.
4. Service Calls. In the event of a Service affecting matter whereby Services do not function according to reasonable expectations, You may reach NITCO support services at 219-996-7000.

If, upon remote diagnosis, we are able to determine that the network signal and Company Equipment are properly functioning, we will recommend that You diagnose and repair or restore Your own computer equipment, Your telephone equipment, and Your internal wiring. If You request that an NITCO technician come to Your premises to diagnose the problem in person, and if the NITCO technician is unable reproduce the issue directly from NITCO equipment, then service technician charges will be assessed to You for dispatch. If the NITCO technician is able to reproduce or replicate the problem and identify its source, and the NITCO technician determines that the problem is caused by NITCO or Company Equipment, then NITCO will be responsible for repair of Services at NITCO's expense.

5. NITCO's Responsibility. Our responsibility for the function of Service ends at the point of NITCO's network interface, which may be an NITCO analogue to telephone adapter, NITCO router, ISDN PRI Interface Port, or Ethernet Interface Port. If Services are effectively functioning up to the point of the NITCO network interface, then the NITCO Service is deemed to be functional and working properly in accordance with this Agreement. If NITCO Service is functional up to the point of our network interface, but You are unable to access the internet or make telephone calls, NITCO recommends You repair Your internal equipment. NITCO does not work on or repair Customer owned equipment unless such equipment was originally sold and installed by NITCO.
6. Inside Wiring. You may install wiring inside Your premises ("Inside Wiring"), such as additional cable wiring and outlets, provided it does not interfere with the normal operations of our network. If You have us install Inside Wiring, we will charge You for that Service. Regardless of who installed it, we consider the Inside Wiring Your property. If You have us repair or maintain the Inside Wiring, we will charge You for that service.

DISCLAIMER OF WARRANTY AND SERVICE LIMITATIONS

1. No Warranty. You understand that Services under this Agreement are provided “as is” and without warranty, whether express or implied, except as expressly provided otherwise in this Agreement. You agree that Your use of the Services under this Agreement is at Your sole risk, and You have not relied on any statements or representations made by NITCO other than those contained in this Agreement. Neither NITCO nor its affiliates, suppliers, employees, or agents represent or warrant that the Equipment or the Services will provide uninterrupted use, meet Your needs, or operate error free.
2. Not Failsafe. You understand and agree that Services under this Agreement are not failsafe and are not designed or intended for any uses that require failsafe performance or for which any error or interruption of Services could lead to injury to persons or property.
3. Power Outages. You understand and agree that, if there is an electrical power outage at Your premises or to the NITCO network in Your area, the Services will cease to function during the outage. Such outages may be beyond the control of NITCO, and NITCO will not provide or be responsible to provide the Services during any such power outage not caused by NITCO. However, if You have lost power from the utility, but have generator services, assuming the generator operates properly and is configured to NITCO’s specifications and standards, the Services will continue to function as long as electric power is available to the system. NITCO makes no representation, warranty, or guarantee that any cutover or transition to temporary power sources will be free from interruption of any Service or will allow for the continuation of any Service. To the extent You will rely on any temporary power generation equipment, You will provide NITCO with information and specifications necessary to allow NITCO to advise You on the preferred configuration of such equipment, particularly as it pertains to the electrical power connections between permanent distribution grids and temporary generation equipment and battery systems.
4. Limitation of Liability. You agree that NITCO shall not be liable for any loss, liability, inconvenience, or damage resulting from any interruption of Service under this Agreement, whether directly or indirectly caused by, or whether resulting from the failure of any radio signal, failure of any equipment, failure of any fiber optic transmission circuit, failure of any third party service suppliers to NITCO, failure of any utility facilities, strike, labor dispute, riot or insurrection, malicious mischief, war, explosion, fire, flood, earthquake, wind, tornado, ice, extreme weather conditions or other acts of God, failure or reduction of power, or any court order, act or order of government restricting or prohibiting the operation or delivery of the Service. In all other cases of an interruption of the Service, You shall be entitled upon request made within thirty (30) days of such interruption, to a prorated credit for the period any Service interruption. Such credit shall not exceed the fixed monthly charges for the month of Service interruption and excludes non-recurring charges, one-time charges, regulatory fees or surcharges or other government imposed fees. Except and as otherwise prohibited by law, such credit shall be Your sole and exclusive remedy for an interruption of service.
5. Disclaimer of Warranties. There are no warranties, either express or implied, associated with Service provided by NITCO, including without limitation any implied warranty of merchantability and/or fitness for a particular purpose. All such warranties are hereby disclaimed to the extent allowed by law. Without limiting the generality of the foregoing, NITCO does not warrant that the services and/or company equipment will operate uninterrupted, will be error free or that the services will meet Your needs, or that the Services, NITCO equipment, or licensed software will prevent unauthorized access by third parties.
6. No Consequential Damages. You agree that in no event shall NITCO, its agents, suppliers or contractors be liable for any loss, damage or claim arising from or related to: (1) stored, transmitted, or recorded data, files, or software; (2) any act or omission of customer, its users, or third parties; (3) any lack of operability or interconnection of NITCO Services with applications, equipment, services, or networks provided by any third parties or the customer;

or (4) loss or destruction of any customer hardware, software, files or data resulting from any viruses, computer worms, malware, or intrusion into Your computer network.

7. No Special Damages; Further Limitations. Except as specifically provided in this agreement, neither NITCO nor its affiliates, suppliers, employees, agents, contractors, distributors, licensors or business partners shall under any circumstances or under any legal theory (including, but not limited to, trespass, conversion, tort or contract) have any liability to You or to any other person or entity for the following losses, damages, or costs: (1) any direct, indirect, incidental, special, treble, punitive, exemplary, or consequential losses or damages (including, but not limited to, loss of earnings, loss of business opportunities, personal injuries, or death) that result directly or indirectly from or in connection with (a) Your reliance on or use of Company Equipment or Service(s); (b) the installation, self-installation, maintenance, failure, or removal of the Service(s) (including, but not limited to, any mistakes, omissions, interruptions, computer or other hardware or software breach, failures or malfunctions, deletion or corruption of files, errors, defects, delays in operation, delays in transmission, or failure of performance of the Service(s), the NITCO equipment, or the customer equipment, or any other mistakes, omissions, loss of call detail, email, voicemail, or other information or data); (c) the use of NITCO equipment or customer equipment to provide the Services, including, but not limited to, damages resulting from others accessing Your equipment, our network, or the contents of Your transmissions made through the Service(s), or Your use of file sharing, print sharing, or other capabilities that allow others to gain access to Your computer network.

INDEMNIFICATION

The parties agree to indemnify and hold each other harmless including officers, directors, employees, stockholders, partners, principals, providers, representatives, and contractors against and from and against any and all claims, damages, losses, liabilities, judgments, expenses, fines, and settlements, including, but not limited to, indirect and consequential damages, attorney's fees, and expenses, that the party may sustain or incur by reason of the use or misuse of the Services or the use or misuse of the Services by anyone else through Your account including, but not limited to, use or misuse of the Services (i) in violation of applicable laws or regulations or the terms of this Agreement; (ii) in connection with any claims for infringement of any intellectual property rights arising from or in connection with such use or misuse; or (iii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data).

DISPUTE RESOLUTION

Jurisdiction and Venue. You and NITCO specifically acknowledge and agree that the sole and exclusive venue for any lawsuit filed as a result of a dispute related to this Agreement shall be the Circuit or Superior Courts for Porter County, Indiana. Such courts shall have exclusive personal jurisdiction with respect to both You and NITCO. Each party agrees to indemnify and hold harmless the other party from any claim, demand, action, damage or expense (including its attorneys' fees and other dispute resolution expenses) arising out of such party's performance under this Agreement; Your use of the Services; and the use of any Services by, and the acts and omissions of, each party's clients, customers, representatives, employees, members, and directors. Each party shall also be entitled to recover from the other party its reasonable attorney's fees, and costs which it incurs in successfully prosecuting or defending any claim or dispute against the other Party. Notice and Opportunity to Cure. Neither party shall be in material default under this Agreement unless such party's breach continues un-remedied for a period of sixty (60) days following receipt of written notice from the non-breaching party. If the breach by its nature cannot be cured within sixty (60) days and the breaching party within that time has commenced its cure, there shall be no default as long as the party diligently continues such cure to completion.

ADDITIONAL PROVISIONS APPLICABLE TO NITCO VOICE

TELEPHONE SERVICES

Description of Services. Your first billing statement will show the particular Voice Telephone Services selected by You and provided by Us. Service Pricing. Service pricing for any NITCO Voice Telephone Services that You have selected for the applicable contract term or month-to-month term will appear on your billing statements. Service pricing will also be available online at [www.NITCO.com/...](http://www.NITCO.com/) Service pricing is subject to change. Service Pricing for International Calling is an optional Service offered to Customers which have signed an International Calling Addendum; rates for certain International Calling destinations can be found at http://www.nitco.com/services/phone/international_rates. Service pricing for miscellaneous charges, including directory service, operator service, and local features, shall be found at <http://www.NITCO.com>. Federal Subscriber Line Charge or Federal Access Charges, where applicable, shall mirror the charges assessed by the incumbent local exchange carrier. More information about reading your bill can be found at <http://www.NITCO.com>. Certain government imposed or mandated charges and fees will be added to, and made a part of, your bill. Additional information about federal, state, and local fees, taxes, and surcharges can be found at <https://www.fcc.gov/guides/understanding-your-telephone-bill>. E911 Service. E911 may function differently for NITCO Voice Service than E911 services furnished by other providers. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911 SERVICE ASSOCIATED WITH YOUR USE OF NITCO VOICE SERVICES. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER NITCO SERVICES.

Correct Address. You must provide Your correct address in order for 911/E911 calls to be properly directed to emergency services. Service Interruptions. You understand and accept that NITCO Voice Services cannot function if there is an electrical power outage, and that 911 calling may not be functional in this situation. If You have a battery backup, 911 calling may not be functional if the battery backup fails, if the Company Equipment locks up due to power failure. In addition, You understand and accept that calls, including calls to E911, may not be completed if there is a problem with network equipment and facilities, network or equipment power failure, or other technical problem. Limitation of Liability and Indemnification. You acknowledge and agree that NITCO will not be liable for any service outage, inability to dial 911 using the service, and/or inability to access emergency service personnel using the service. You agree to defend, indemnify and hold harmless NITCO and its affiliates, employees, suppliers or agents from any and all claims, losses, damages, costs, and expenses (including but not limited to, reasonable attorney's fees) by, or on behalf of, You or any third party or user of services relating to the failure or outage of the services including those related to 911/E911. Directory Listings. IF WE MAKE AVAILABLE AN OPTION TO LIST YOUR NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY (WHETHER IN PRINT OR ONLINE) OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (1) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (2) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (3) THE PUBLISHED OR LISTED INFORMATION FOR YOUR ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE AGGREGATE LIABILITY OF NITCO AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO US TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. YOU SHALL HOLD US

HARMLESS AND ANY AFFILIATES, SUPPLIERS OR AGENTS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. Port Freeze/Carrier Freeze. NITCO can prevent Your phone service from being switched without Your consent. By adding a port freeze/carrier freeze on Your account, any attempt made to change Your service from NITCO to a new carrier will be stopped. If You have added a port freeze/carrier freeze to Your account and You wish to change to a new phone service provider, the freeze can only be lifted by You either by written or oral authorization. The authorization required for the lifting of the port freeze/carrier freeze is in addition to the regular verification process required to change to a different telephone service provider. The written authorization must be signed and state Your intent to lift the freeze. It should also include Your billing name and address and each telephone number to be affected. The oral authorization can be initiated by You or can be a three-way conference call with You, the carrier to which You wish to switch, and one of Our service representatives. To comply with FCC regulations (47 CFR §64.1190), NITCO is required to obtain your authorization prior to placing this method of prevention on Your account. NITCO has or will, upon request, provide the necessary authorization forms if you would like to institute a port freeze/carrier freeze on one or more telephone numbers associated with your account.

ADDITIONAL PROVISIONS APPLICABLE TO NITCO BROADBAND INTERNET AND DATA SERVICES

Description of Services. Your first billing statement will show the particular Broadband Internet and Data Services selected by You and provided by Us. Service Pricing: Service pricing for any NITCO Broadband Internet and Data Services that You have selected for the applicable contract term or month-to-month term will appear on your billing statements. Service pricing will also be available online at www.NITCO.com/... Service pricing is subject to change. Speed. If You have selected "Non-SLA Service" or non-guaranteed Internet Access Service, You agree that NITCO bandwidth is provided without a written service level agreement for bandwidth, latency, packet loss, jitter, Service availability and mean time to repair. Under "Non-SLA" or non-guaranteed Internet Access Service, You acknowledge that NITCO does not guarantee any particular speed or amount of bandwidth will be continuously available to You, and You agree and understand that Your actual speeds may vary depending on various factors including the number of simultaneous users connected to the network at any given point in time. If You have selected "SLA", or guaranteed Internet Access Service, NITCO will provide a written guarantee for bandwidth, latency, packet performance and mean time to repair, subject to a NITCO Service Level Agreement which, together with this Agreement and any amendments and addenda shall, collectively, form the agreement between NITCO and You. NITCO reserves the right to modify the SLA from time to time. Acceptable Use Policy. The Acceptable Use Policy ("AUP") governs use of NITCO Internet Services and is posted at www.NITCO.com (or an alternative website if we so notify You). You agree Your use of the Service is conditioned upon adherence to the AUP and You agree to comply with its terms and conditions. You further agree NITCO may modify the AUP or other policies from time to time. Notwithstanding anything to the contrary in this Agreement, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP MAY BE REVISED FROM TIME TO TIME WITH OR WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY AS SET FORTH ABOVE. Static IP Addresses. Any Static IP Addresses assigned to a Customer for the purpose of delivering Data Services under this Agreement, shall belong to us and may be reclaimed by us upon termination of Services. We will provide one or more static IP addresses to You for each separate Data Service that You subscribe to at an additional cost to You.

ADDITIONAL PROVISIONS APPLICABLE TO NITCO TELEVISION SERVICES

Description of Services. Your first billing statement will show the particular NITCO Television Services selected by You and provided by Us. Service Pricing. Service pricing for any NITCO Television Services that You have selected for the applicable contract term or month-to-month term will appear on your billing statements. Service pricing will also be available online at [www.NITCO.com/...](http://www.NITCO.com/) Service pricing is subject to change. Because NITCO may offer Television Services through or in association with third-party service-providers, including Skitter TVTM, Skitter, Inc., Skitter Cable TV, Inc., and parent or subsidiary companies, Service pricing may change based upon the terms and conditions of agreements between NITCO and such third-parties. Third Party Terms and Conditions. NITCO provides Television Services in association with Skitter TVTM, Skitter, Inc., Skitter Cable TV, Inc., and parent or subsidiary companies. By accepting NITCO Television Services, You agree to adhere to any terms and conditions governing the use of Services provided by Skitter TVTM, Skitter, Inc., Skitter Cable TV, Inc., and parent or subsidiary companies, which terms are made available online at skitter.tv...

ASSIGNABILITY

This Agreement and the Service(s) furnished hereunder may not be assigned by You, except that it may be assigned to a purchaser of Your business. You agree to notify us immediately of any changes of ownership or occupancy of the premises. We may assign our rights and obligations under this Agreement with or without notice to You.

AGREEMENT SCOPE AND SEVERABILITY

Entire Agreement. This Agreement and any other documents incorporated by reference herein constitute the entire agreement between You and us, and shall replace any prior written or verbal agreements. If any portion of the Agreement is unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of both parties to this Agreement, and the remainder of the provisions shall remain in full force and effect. Severability. If any clause or section of this Agreement is found to be illegal or unenforceable, that clause will be severed from this Agreement, and the remainder of the Agreement shall be given full force and effect.