

EPB RESIDENTIAL SMART NET PLUS TERMS AND CONDITIONS

ACCEPTANCE OF TERMS AND CONDITIONS

These Terms and Conditions and any other documents incorporated by reference apply to EPB's Smart Net Plus Service ("Service") and any equipment that is owned and provided by EPB for use with the Service ("EPB Equipment"). The Service will be provided to the customer of record as shown on the EPB bill and the persons who use and/or otherwise accepts the Service (collectively, "Customer", "you", "your"). By accepting the Service, you agree to be bound by these Terms and Conditions contained herein.

DESCRIPTION OF SERVICE

Customer shall be eligible to receive the following Service via in-home installation, a direct dialed technical support number, or web chat:

Equipment/Installation

- Install a Wireless Router
 - o A wireless router will be provided by EPB and will be placed in a mutually agreeable location with an attempt to achieve optimal wireless network coverage.
 - o If additional access points ("APs") are needed to provide wireless coverage to your home, EPB will install up to two (2) additional APs at no additional cost. If more than two (2) additional APs are needed, EPB will install these APs at an additional cost.
 - o The Service is not designed for outdoor wireless coverage or wireless coverage to a separate structure and will be determined on a case-by-case basis for an additional cost.
- Install the Homepass® wireless router app
 - o The Homepass® app is available for Apple iPhones through the Apple App Store and for Android phones through the Google Play Store. Minimum device requirements and compatibility information is available in the Apple App Store and the Google Play Store.
 - o If requested by Customer, EPB will set up online protection, IoT security, ad blocking, and parental controls.
 - o If requested by Customer, EPB will connect up to ten (10) wireless devices to the wireless network. Wireless devices shall include laptops, smartphones, tablets, gaming consoles, smart home devices, streaming video players, and

printers capable of wireless connections.

- Install any additional Internet wall outlets at an additional cost.

Anti-virus Protection

- If requested by Customer, install third party anti-virus software and activate the account. The limit on devices will be determined by the third party anti-virus protection provider. Anti-virus software will not load if there are existing viruses.
- EPB will pass through any updates from its current anti-virus protection provider at any time in its sole discretion.
- Set up virus scan frequency based on Customer's preference.

Dedicated Technical Support

- 24/7/365 technical support
- Direct-dialed technical support number
- 100% local technical support

Virus Removal

- One-time fee at the then-current rates per computer per removal. Virus removal only applies to EPB Smart Network subscribers and the computers that are networked and shall only be available for PCs, laptops and Mac computers.
- Data backup on flash drive prior to virus removal.
- On-site visit.

BILLING AND PAYMENT

EPB will bill all charges associated with the Service monthly in advance. All charges are nonrefundable. Customer may cancel the Service at any time.

BILLING AND PAYMENT

Upon termination, you will be charged for all Service up to the termination date and any unreturned EPB Equipment. You agree that immediately upon termination you will stop using the Service and return all EPB Equipment to EPB. EPB may invoice you for the full replacement cost of any EPB Equipment that is not returned after thirty (30) days of termination or if the returned EPB Equipment has been damaged or destroyed.

MODIFICATIONS TO TERMS AND SERVICE

EPB may modify these Terms and Conditions of the Service from time to time. Upon any change in these Terms and Conditions, EPB will notify Customer by

posting the updated Terms and Conditions to its website located at <https://epb.com/legal>. EPB reserves the right to modify or discontinue the Service with or without notice to you and shall not be liable to you or any third party if EPB chooses to exercise its right to modify or discontinue the Service. Customer's continued use of the Service constitutes an affirmative agreement to abide by and be bound by these Terms and Conditions and any modifications to them.

CUSTOMER'S RESPONSIBILITY TO BACK UP DATA

Prior to EPB performing any of the Service, Customer agrees to (1) back up any data, software, information or other files stored on Customer's computer disk drives and/or on any other electronic storage devices; and (2) remove all external electronic media that is connected to the Customer's equipment. EPB shall not be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, or other electronic media.

FORCE MAJEURE

Without affecting any other limitation on liability or disclaimer contained herein, EPB shall in no case be liable for any harm caused to Customer or to others or to your successors and assigns if the event or circumstance causing such harm is beyond EPB's reasonable control, including, but not limited to, acts of God, fire, earthquake, flood, the elements, or other catastrophes; strikes, lock-outs, work stoppages or other labor difficulties; utility curtailments, power failures, explosions, insurrections, riots, wars or civil disturbances; any law, order, regulation, or requests of any government or of any civil or military authority; national emergencies; shortages or failure of equipment or supplies; unavailability of transportation; acts or omissions of third parties; or any other cause beyond EPB's reasonable control.

INDEMNITY

CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS EPB FROM ALL LIABILITIES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT ARISE FROM (i) CUSTOMER'S USE OR MISUSE AND FROM ALL OTHER PERSONS WHO MAY USE OR MISUSE THE SERVICE AND EPB EQUIPMENT; (ii) ANY VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY OF ANY THIRD PARTY FROM CUSTOMER'S USE OF THE SERVICE OR USE OF ANY EPB EQUIPMENT IN CONJUNCTION

WITH THE SERVICE; (iii) AND FROM CUSTOMER'S BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS. WHERE CUSTOMER IS OBLIGATED TO INDEMNIFY OR HOLD EPB HARMLESS ANYWHERE IN THIS AGREEMENT, THOSE OBLIGATIONS RUN NOT ONLY TO EPB, BUT ALSO TO ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS, AND SERVICE PROVIDERS.

DISCLAIMER OF WARRANTIES

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE AND EPB EQUIPMENT IS AT CUSTOMER'S SOLE RISK. EPB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE OR THE EPB EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS. THE SERVICE AND THE EPB EQUIPMENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE SERVICE ARE NOT FAIL-SAFE AND MAY BE DISRUPTED. THE SERVICE ARE NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS IN WHICH AN ERROR OR INTERRUPTION COULD LEAD TO INJURY TO BUSINESS, PERSONS, PROPERTY, OR THE ENVIRONMENT. WITHOUT LIMITING THE FOREGOING, EPB DOES NOT WARRANT THAT THE SERVICE AND EPB EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY, DEGRADATION OF PERFORMANCE, OR LOSS OF CONTENT, DATA, OR INFORMATION. EPB MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ANY USE OF THE SERVICE OR EPB EQUIPMENT IS MADE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER OR OTHER PROPERTY AND ANY LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE AND EPB EQUIPMENT. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EPB EQUIPMENT BY EPB OR BY EPB'S AUTHORIZED REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM EPB SHALL CREATE ANY WARRANTY OR GUARANTEE OF

ANY KIND.

LIMITATION OF LIABILITY

IN NO EVENT SHALL EPB, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS, OR SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR TO ANY USER OF THE SERVICE AND EPB EQUIPMENT FOR LOSS OF PROFITS OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICE AND EPB EQUIPMENT UNDER THIS AGREEMENT EVEN IF EPB HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, EPB SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM (i) OTHERS ACCESSING THE SERVICE OR EPB EQUIPMENT RELATED TO THE SERVICE; (ii) SECURITY BREACHES, VIRUSES, EAVESDROPPING, LOSS OF DATA, OR INTERCEPTION OR INTERRUPTION OF THE SERVICE; (iii) ANY MISTAKES, OMISSIONS, FAILURES, MALFUNCTIONS, THEFT, DELETION, CORRUPTION OF FILES, ERRORS, DEFECTS, OR FAILURES OF PERFORMANCE RELATED TO THE SERVICE AND EPB EQUIPMENT; (iv) AND ANY USE OF THE SERVICE OR EPB EQUIPMENT THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, CONTRACTUAL RIGHTS, OR ANY INTELLECTUAL PROPERTY RIGHTS OF ONE OR MORE THIRD PARTIES. IT IS EXPRESSLY AGREED THAT EPB SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES CLAIMED TO HAVE RESULTED FROM THE USE OF THE SERVICE AND/OR EPB EQUIPMENT. IN THE EVENT THAT EPB IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE AND/OR EPB EQUIPMENT BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT EPB'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO EPB FOR THE SERVICE FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

GOVERNING LAW

This Agreement shall be governed by and interpreted and enforced under the laws of the State of Tennessee, without regard to conflicts of law provisions. Customer hereby submits to the personal jurisdiction of the courts of Hamilton County, Tennessee and agrees that they shall be the exclusive venue for resolution of any

disputes that may arise from the use of the Service and EPB Equipment.

MISCELLANEOUS

These Terms and Conditions and any other documents incorporated by reference constitutes the entire written agreement between EPB and Customer and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral. If any provision of these Terms and Conditions is held to be unenforceable, the unenforceable provision shall be replaced with a valid provision in accordance with applicable law and shall have substantially the same commercial effect as the unenforceable provision to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. If EPB fails to insist upon or enforce strict performance of any provision of these Terms and Conditions, it shall not thereby waive any provision or right. Any waiver by EPB with respect to these Terms and Conditions shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of these Terms and Conditions. Any waiver of these Terms and Conditions shall only be valid if provided in writing. Neither the course of conduct between the parties nor trade practice shall modify these Terms and Conditions. The Service and EPB Equipment may not be assigned to another party without the express written consent of EPB. EPB and Customer hereby certify that they are independent parties and nothing herein shall be construed to create a partnership, joint venture, agency, or any other type of fiduciary or service relationship between EPB and Customer, and neither party shall have the authority to bind the other party in any respect.