

Date Last Modified: April 15, 2019

ALLO Business Client Terms and Conditions

These ALLO Business Client Terms and Conditions (“Terms and Conditions”) are hereby incorporated into any Business Client Service Orders, and together with the referenced Privacy Policy, Tariff, FCC Disclosures, and/or other materials referenced herein constitute the “Master Agreement” under which Allo Communications, LLC, a Nebraska limited liability company, or any of its Affiliates (“ALLO”, “us”, “we”, or “our”) will provide the Services described herein. By using ALLO Services, the company, corporation, or other entity (“Client”) agrees to abide by, and require others using the Services to abide by, the terms of the Master Agreement.

1. DEFINITIONS

- a. “Affiliate” means any entity that owns or is owned by, or is under common ownership with, Allo Communications, LLC.
- b. “ALLO-Supplied Equipment” means any equipment provided by ALLO to Client for use in connection with receipt of the Services.
- c. “Client-Owned Equipment” means any and all facilities, hardware or software equipment or service owned and supplied by Client.
- d. “Confidential Information” means the Master Agreement and all proprietary information, data, trade secrets, business information, and other information of any kind furnished or made available by or on behalf of ALLO.
- e. “Dispute” means any dispute, claim, or controversy between Client and ALLO arising out of or relating to the Master Agreement, or the breach, termination, enforcement, interpretation, or validity thereof.
- f. “Party” means a reference to ALLO or Client, and in the plural, a reference to both entities.
- g. “Services” means all the services Client receives from ALLO, including, but not limited to, internet, digital TV, and phone.
- h. “Service Commencement Date” means the date(s) on which ALLO will first make the Services available for use by Client.
- i. “Service Order” means a request for ALLO to provide one or more of the Services to a Service Location submitted by Client to ALLO on an ALLO designated form or via ALLO’s website.

j. "Service Location" means the Client location(s), mutually agreed upon by the Parties, where ALLO shall provide the Services, to the extent that Client owns, leases, or otherwise controls such location(s).

k. "Tariff" means a federal or state ALLO tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

2. CHANGES TO SERVICES, FEES, AND PRICING

a. ALLO reserves the right, in its sole discretion, to modify these Terms and Conditions or the Services, and any related policies from time to time by posting such modifications to the ALLO website. The most recent version of these Terms and Conditions shall supersede any prior versions which may have been provided.

b. Unless otherwise specified by applicable law, ALLO will give Client thirty (30) calendar days prior notice of any material changes to the Services or Terms and Conditions. Notice of such changes will be included with Client's billing statement, by sending it via U.S. Postal mail, by sending notice to Client's email address on file, or by other lawful means. If such modifications have a material adverse impact on Client's ability to use the Services, Client has the right to terminate the Services within thirty (30) calendar days following the date of ALLO's notice of such modification without penalty. Client will be considered to have accepted such modifications upon its continued use of the Services after the specified effective date.

3. DELIVERY OF SERVICES

a. ALLO shall provide Client with the Services substantially in accordance with the Service Order. Client shall submit a properly completed Service Order to initiate Services. The Service Order becomes binding when it is accepted by us either electronically or in writing, we begin providing the Services described in the Service Order, or we begin installation for delivery of the Services described therein, whichever is earliest.

b. **Service Interruptions.** Excluding scheduled maintenance, required repairs, and any events beyond our reasonable control, ALLO shall use commercially reasonable efforts to provide the Services as described in the Service Order, seven (7) days a week, twenty-four (24) hours a day. Unless otherwise agreed upon, in the event of a Services interruption with Client's Internet, digital TV, or phone services, occurring for more than twenty-four (24) consecutive hours after the earlier of being reported to ALLO or being found by ALLO to be out of order, and resulting from causes solely within our reasonable control (expressly excluding, for example, causes from Services interruptions resulting from Client's failure to pay amounts owed to ALLO, any willful or negligent act by Client or a third party, any Client-Owned Equipment malfunctioning, ALLO's inability to gain access to Client's Service Location(s), scheduled maintenance events, or other violations of the Master Agreement by Client), Client will be issued a credit to its bill for the period starting the later of ALLO's receipt of Client's request or the date on which ALLO determines that the Services interruption could have

reasonably been ended. Requests for credit must be made in writing within five (5) business days following the applicable service interruption. Unless required by law, such credit will not exceed the fixed monthly charges for the month of such Services interruption and will exclude all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **UNLESS PROHIBITED BY LAW, SUCH CREDIT WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICES.**

c. **Access.** Client represents that it has the authority to provide ALLO with access to the Service Location(s), or that Client has obtained the necessary approval(s) for ALLO to access the Service Location(s) on an initial and ongoing basis for the duration of Services so that we may install, deliver, operate, and maintain the Services and ALLO- Supplied Equipment at each Service Location. Such access will be provided during regular business hours and with reasonable notice provided. Client agrees to provide ALLO with reasonable access to each Service Location as needed and convenient to install, repair, maintain, configure, or remove ALLO equipment and other components of the Services. Client shall provide adequate space, electricity, and site preparations as may be required and convenient for installation, construction, operation, and maintenance of the Services and any ALLO equipment. ALLO shall not be charged by Client for any fees or expenses in connection with Client's provision of space, electricity, and site preparations.

d. Any failure or refusal by Client to be ready to receive the Services shall not relieve Client of its obligations to pay applicable charges for the available Services. ALLO may cancel or terminate the Services at the particular Service Location, without further liability, upon written notice to Client, if determined that we are unable to install the Services as described due to: (i) Client's failure to secure the required authority to access Client's Service Location; (ii) Client's failure to deliver any required materials, support, or information to us; (iii) our inability to obtain access to the necessary equipment or software at Client's Service Location due to Client's refusal or Client's inability to be ready to receive the Services; or (iv) our determination that such installation is not practical using commercially reasonable efforts. Client agrees to pay ALLO the standard installation fee for any installation trip(s) made by ALLO to Client's Service Location to perform the installation.

e. The Service Commencement Date shall be the date ALLO completes the installation and connection of the necessary facilities and equipment to provide the Services at the applicable Service Location. A fee may be charged if Client wishes to change or modify a Service after the Service Commencement Date.

4. EQUIPMENT AND SERVICE

a. **ALLO-Supplied Equipment.** Client's ALLO-Supplied Equipment is, and shall be at all times, the sole and exclusive property of ALLO, regardless of payments made by Client related to the Master Agreement, or where installed within the Service Location(s). At no time will ALLO be deemed to have abandoned the ALLO-Supplied

Equipment in the event it is not retrieved upon termination of any Services. ALLO- Supplied Equipment shall not be considered a fixture or an addition to the land or the Service Location(s). Client is to use ALLO-Supplied Equipment only for the purpose of using the Services as set forth in these Terms and Conditions. Client agrees not to sell, transfer, lease, assign, or encumber ALLO-Supplied Equipment, in whole or in part, to a third party, or allow a third party to use any of the Services.

b. ALLO shall use commercially reasonable efforts to maintain ALLO-Supplied Equipment in good operating condition during the term of the Services. Such maintenance shall be at ALLO's expense only so long as it relates to and/or results from the ordinary and proper use of ALLO-Supplied Equipment. ALLO support for ALLO-Supplied Equipment shall only be provided to designated Client personnel, as mutually agreed upon by ALLO and Client. Client agrees to provide, from time to time, routine operational Service support for ALLO-Supplied Equipment and Service components at Service Location(s), including performing reboots, as requested by ALLO. ALLO shall at no point be responsible for providing support for any network, equipment, or software provided or installed by any person or entity other than ALLO, or for issues or problems beyond ALLO's reasonable control.

c. Neither ALLO, nor its agents or representatives, shall be liable for any effects of normal installation or repair workmanship, except for damages caused by gross negligence or willful misconduct by ALLO personnel, or its agents and representatives. Subject to other limitations on liability contained herein, ALLO's liability for damages associated with the installation, maintenance, or repair of the ALLO-Supplied Equipment shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the Services for the period during which the Services were affected. Client agrees it will be responsible for damage to, or loss of, ALLO-Supplied Equipment caused by its acts or omissions, noncompliance with the Master Agreement, or by theft, or other such cause at the Service Location(s). Client agrees not to take any action which would impair ALLO's title to the ALLO-Supplied Equipment, whether directly or indirectly, or expose ALLO to any claim, lien, encumbrance, or legal process, except as otherwise agreed upon in writing by the Parties.

d. ALLO may, at any time, remove or change ALLO-Supplied Equipment in its sole discretion in connection with providing the Services. ALLO retains the right to remove all or any portion of the ALLO-Supplied Equipment, including, but not limited to, portions of the ALLO-Supplied Equipment located on the Service Location(s). To the extent ALLO removes the ALLO-Supplied Equipment, ALLO shall return the Service Location(s) substantially to its prior condition, wear and tear excepted.

ALLO shall have no obligation to install, operate, or maintain Client-supplied equipment, and the Client has sole responsibility for providing maintenance, repair, operation, or replacement of such equipment.

e. **Moving Fee.** Client agrees not to relocate ALLO-Supplied Equipment to a Service Location other than the Service Location where the Services were initiated and continue to be billed. ALLO-Supplied Equipment may be moved to a different Service Location

only when ALLO has approved, in writing, Client's change of Service Location request. Only ALLO personnel, or agents or representatives on ALLO's behalf, may relocate ALLO-Supplied Equipment. A moving fee will be charged to Client for this service. Client must request ALLO to make a move at least fifteen (15) days prior to the move so that ALLO may arrange transfer of Client's services and the ALLO-Supplied Equipment. When transferring Client's services, ALLO requires that Client's account be in good standing. Client's credits or charges from its previous Service Location shall be transferred to Client's new Service Location where Services will be rendered.

f. **Client-Owned Equipment.** Client alone shall be responsible for the proper installation, operation, and maintenance of any Client-Owned Equipment that is used in connection with the Services, and Client shall ensure that such Client-Owned Equipment and wiring used in connection with the Services is technically and operationally compatible with ALLO Services and in compliance with all applicable laws and regulations. ALLO shall have no obligation to provide, maintain, service, repair, connect, operate, or replace Client-Owned Equipment, or provide customer support relating to any issues relating to the compatibility with the Services. Client acknowledges and agrees that when ALLO personnel or authorized contractors must attempt or perform troubleshooting, maintenance, or repairs resulting from Client-Owned Equipment malfunctioning, Client shall be responsible for payment of all charges.

g. Client's use of the Services shall comply with all applicable laws and regulations and the terms of the Master Agreement. Client shall not resell, redistribute, rearrange, move, attempt to repair, disconnect, damage, interfere with or otherwise tamper with any ALLO-Supplied Equipment or Service, or any portion thereof, or permit others to do so, and shall not use the ALLO-Supplied Equipment and Services for any purpose other than that authorized by the Master Agreement. Client shall be responsible for ensuring that any Client-Owned Equipment used in connection with the Services is protected from any unauthorized or fraudulent access. Client will be responsible for the payment of all charges incurred on Client's account, including those resulting from fraudulent or unauthorized access to any Client-supplied equipment. Client shall not open, alter, misuse, tamper with or remove the ALLO-Supplied Equipment as and where installed by ALLO, and shall not remove any markings or labels from the ALLO-Supplied Equipment indicating ALLO (or its suppliers) ownership or serial numbers.

h. If ALLO-Supplied Equipment is lost, stolen, damaged, or tampered with, Client agrees to pay to ALLO, as liquidated damages, the replacement cost of the ALLO-Supplied Equipment, without deducting for depreciation or regular wear and tear. Client shall return lost or stolen ALLO-Supplied Equipment that is recovered to ALLO, even if Client has paid liquidated damages to ALLO for its cost. Client agrees that this liquidated damages approach is reasonable in light of the difficulty of determining the value of the ALLO-Supplied Equipment or the losses ALLO could suffer if a third party improperly gained access to ALLO Services using the ALLO-Supplied Equipment provided.

i. **Updates.** ALLO may, from time to time, modify the software or firmware, such as providing updates, including through remote downloads to ALLO-Supplied Equipment and Client-Owned Equipment. Such modifications and changes may be performed remotely or on-site by ALLO, at ALLO's sole option. Client agrees to provide free access for installation or furnishing of such updates deemed necessary or appropriate by ALLO, and agrees to take no action to interfere with such upgrades, scanning, and related services. Client represents that it has the authority to grant ALLO access to Client-Owned Equipment to make such modifications. If Client prevents any reasonable updates or modifications, ALLO shall be excused from liability and indemnification obligations regarding the applicable Services. ALLO shall not be responsible to Client if any changes in ALLO's operations or procedures utilized in the provision of Services renders Client-Owned Equipment obsolete or require modification or alteration of such equipment or system, or otherwise affect its use or performance.

j. Client agrees that it shall not use, or allow the Services provided by ALLO to be used in a manner that would cause, or be likely to cause, ALLO to qualify as a "Covered 911 service provider," as defined in 47 C.F.R. § 12.4(a)(4), or any successor provision of the rules of the Federal Communication Commission.

k. **Usernames and Passwords.** ALLO may furnish Client with one or more user identifications and/or passwords for use with respect to the Services. Client shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify ALLO if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Client agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by or on behalf of ALLO. Client shall be solely responsible for all use of any such identification or password, and ALLO shall be entitled to rely on all Client uses of and submissions to any such identification or password as authorized by Client. ALLO shall not be liable for any loss, cost, expense, or other liability arising out of any Client use of any such identification or password. ALLO may change or discontinue any such identification or password, or Client's right to use the same, at any time.

l. **Fiber Network.** Client understands and agrees that the fiber installed or provided by ALLO will remain connected at the Service Location(s) through the duration of ALLO's Services, as well as after termination of the Services. Fiber service is installed either via underground or aerial, and will usually follow the same route as existing telephone or television cabling. Client shall be responsible for the payment of any damages resulting from its or a third party's negligence or misuse of the fiber network. Client acknowledges and agrees that it or a third party may not remove, replace, rearrange, attach to, or repair the fiber network. Client may otherwise be held responsible for the cost of rectifying the fiber network, and ALLO may terminate or suspend Client's Services.

5. BILLING AND PAYMENT

a. **Charges.** Client is responsible for payment of all ALLO recurring and non-recurring charges, and all applicable local, state, and federal fees, taxes, and surcharges associated with the Services (including, but not limited to, installation and activation charges, usage-based charges, per-call charges, pay-per-view charges, directory assistance and operator service calling charges, charges for service calls, equipment charges, and maintenance and repair charges.) Client's billing cycle will be determined by the installation date. Payment in full for all billed charges, including any additional charges for non-recurring services, and all taxes, fee, and surcharges must be received on the due date indicated on Client's billing statement. All charges shall be billed on a monthly basis and Client acknowledges it is liable for the payment of all Services rendered by ALLO and billed to Client's account. No acceptance of partial payment(s)

by ALLO shall constitute a waiver of any rights to collect the full balance owed under the Master Agreement. If Client's payment is returned, we may charge a processing fee for each returned payment. Client shall remain responsible for all charges attributable to Client's account, even if incurred as a result of fraudulent or unauthorized use of the Services, and ALLO reserves the right to suspend or terminate providing any Services to Client, in the event of fraudulent use by Client.

If a Service Commencement Date is not the first day of a billing period, Client's first bill may be for more than a single month's service due to pro-rated charges from the date Client first began receiving Services, as well as monthly recurring charges for the next month and charges for any non-recurring services Client may have received.

b. **Third Party Charges.** Client may incur charges from third party service providers, which are separate and apart from the amounts charged by ALLO. Client agrees that all such charges, including all applicable taxes, are Client's sole responsibility.

c. **Billing Errors.** In the event of a dispute concerning the bill, Client understands it is still required to pay a sum of money equal to the amount of the undisputed portion of the bill. A late fee may be assessed upon any outstanding undisputed balance due that remains after the due date indicated on Client's billing statement. ALLO limits retroactive adjustments for billing errors to ninety (90) days prior to the date the error is discovered. In the event of a billing error, Client must notify ALLO within thirty (30) calendar days of the day Client receives the bill. If no notice is received, Client acknowledges its waiver of any right to receive a refund or credit.

d. **Late Fees.** If Client fails to pay its bill by the due date on the billing statement, ALLO may charge Client late fees. Except where late fees are set pursuant to law, the current late fee Client will incur each month is \$5.00, or 1.5% of the amount past due, whichever is greater. Client will be responsible for reasonable attorney's fees and costs incurred by ALLO in our collection attempts of any past due amounts not paid by Client.

e. If Client fails to pay the amount owed, ALLO may suspend or terminate any Services provided to Client. ALLO may also require Client to pay an additional suspension fee, in addition to paying all outstanding balances, prior to restoring Services. It is Client's responsibility to

ensure ALLO is in receipt of its payment on or prior to the due date indicated on Client's billing statement.

f. **Credit Card Payments.** Use of a credit card to pay for the Services is governed by the credit card issuer agreement. Client should refer to that agreement for its responsibilities and liabilities as a cardholder. By providing ALLO with a credit card number, Client authorizes ALLO to charge the card for all charges generated under the Master Agreement, until its termination, or prior authorization by Client to stop charging the credit card. It is Client's responsibility to provide ALLO with updated credit card information on a timely basis prior to the expiration or termination of the credit card on file. ALLO shall not be responsible in the event Client's credit card limit is insufficient to cover payment.

6. TAXES AND FEES

a. Except to the extent Client provides a valid tax exemption certificate prior to delivery of the Services, Client shall be responsible for payment of all federal, state, and local taxes, government fees, charges, surcharges on the Services, including those that become applicable retroactively.

b. Client acknowledges that ALLO reserves the right to invoice Client for any fees in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, or use of the Services. This may include, but is not limited to, right of way fees and Universal Service Fund charges.

c. Taxes and governmental fees and surcharges may be changed with or without notice, and Client will be responsible for paying additional costs incurred by ALLO for providing Services due to increase in costs caused by newly adopted laws, rules, regulations, or judgments.

7. PROPERTY RIGHTS

a. The Parties acknowledge and agree that the Master Agreement provides no right to use the other Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities.

b. Any ALLO-Supplied Equipment (including related firmware), software, data, and information provided by ALLO, any passwords used to access the Services or otherwise provided by ALLO, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by ALLO to provide the Services shall remain the sole and exclusive property of ALLO or its suppliers. No rights or ownership interest shall be conveyed to Client or any other person or entity for use of such materials. Client is prohibited from removing, manipulating, or altering in any way ALLO logos, markings, labels, serial numbers, or other identifying information from the ALLO-Supplied Equipment.

c. Client acknowledges the use of certain Services does not give it any ownership or other rights in any telephone number or internet address provided, including, but not limited to, Internet Protocol ("IP") addresses, e-mail addresses, and web addresses.

d. Client is being granted a revocable, personal, limited, non-transferable, non-assignable, and non-exclusive license to download, install, and use the software or firmware necessary for the Services, for so long as the duration of the Services. Client may not sell, license, sublicense, rent, or assign the software or firmware. Except for Client's limited license to use the software or firmware, all other intellectual property rights associated with them shall remain at all times with ALLO and/or ALLO's licensors. Client agrees that it shall not, nor shall Client permit others, to publish, duplicate, display, modify, distribute, reverse engineer, transmit, decompile, attempt to create the source code from the object code for the software, or create derivative works from the software or firmware, in whole or in part, including any written materials provided in conjunction with them.

8. DIGITAL TV SERVICES

a. Client agrees that premium program channels, including, but not limited to, HBO, Cinemax, Starz & Encore, and Showtime may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Client authorize or approve of any copying, taping or duplicating thereof. Client also understands and agrees that it may not order, or attempt to order video programming which is only authorized for distribution by ALLO to residential subscribers.

b. Client acknowledges that ALLO shall have the right to add, modify, or delete channel line-ups, and Client shall not interfere with, alter, or substitute any of the programming, information, or content offered as part of the Digital TV Service. Client may not resell the Digital TV Service, or any portion thereof, redistribute the Digital TV Service, or any portion thereof, whether or not Client receives compensation for such redistribution, or otherwise connect or provide access to the Digital TV Service, or any portion thereof, to any other person or entity.

c. Client acknowledges and agrees that ALLO does not have the absolute right to distribute pay-per-view video programming to commercial establishments. Client agrees that it shall not exhibit or assist in exhibiting such programming without the prior express written authorization to do so by ALLO, and the applicable program or event distributor. In such authorization request, Client shall identify itself as a commercial establishment. Client understands it shall not, nor shall it permit others to, copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions; and charge a cover charge or admission fee to the Service Location(s) to view any TV programming.

d. **Hospitality Video Services.** Hospitality Video Service refers to Services for hospitality in-room guest use only, and as such, shall not be used for public viewing in areas such as bars, restaurants, fitness centers, or at residential addresses. ALLO shall not be liable for failure to deliver any programming, which is caused by the failure of the programmer to deliver or make such programming available to ALLO, or any other reason beyond the reasonable control of ALLO.

9. ALLO PHONE LIMITATIONS

a. **Electrical Power is Required.** ALLO Services use electrical power in Client's Service Location(s). If power is interrupted, the ability to make or receive calls, use 911, security or medical monitoring services may be impaired. If Client requests, ALLO will provide Client with a battery backup for a fee. A battery backup does not guarantee Client will be able to make or receive calls or use 911 in the event of a power interruption. Additionally, calls may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or any other technical or service issue. Client may be unable to use our phone service to call 911 in these instances. Client is urged to arrange for its own backup power supply.

b. **Security and Medical Monitoring Services.** Client understands that ALLO phone service may not be compatible with certain security systems or medical monitoring alert devices. ALLO shall accept no responsibility for the performance of such devices and systems with our phone service. If Client intends to use ALLO phone service with a third party's security or medical monitoring system or device, Client is responsible for making sure it works properly and for the cost of doing so. Client should contact its security or medical monitoring provider to determine whether ALLO phone service is compatible with its systems and to test the system's operation.

c. **Correct Address.** The device(s) that ALLO provides to Client for phone service is linked to the Service Location address provided to ALLO. In order for 911 calls to be properly directed to emergency services, Client shall ensure the Service Location provided to us is accurate. If Client moves the device(s) to a new Service Location without first obtaining the necessary approval from ALLO and providing ALLO with the correct Service Location address, Client will be in violation of the Master Agreement. Furthermore, moving the device(s) to an unauthorized address may result in emergency personnel being unable to locate the Service Location. Ensuring ALLO has the correct Service Location address listed with the 911 database can take several business days from the time that Client subscribes to our phone services. Client acknowledges and understands that it, not ALLO, bears the sole responsibility to ensure that it identifies and complies with all subject applicable laws, and any failure to do so is a breach of the Master Agreement.

d. **Directory Listing Errors.** If ALLO makes available the option to list Client's name, address, and/or telephone number in a published directory or database, and fails to comply with Client's request regarding directory listing information (for example, ALLO lists the wrong information, fails to include information Client requested be listed, or lists

information Client requested remain unpublished), Client may be entitled to a credit under ALLO policies, equal to one month's service or, if greater, an amount prescribed by applicable regulatory requirements. Other than these credits, ALLO shall have no liability with respect to directory listings. **CLIENT AGREES TO HOLD ALLO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO CLIENT IN CONNECTION WITH THE MASTER AGREEMENT, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFITS, ARISING FROM THE ERRORS OR OMISSIONS REFERENCED IN THIS PARAGRAPH.**

e. **Unlimited Calling.** ALLO unlimited calling applies to the continental contiguous 48 states, and Washington, D.C. Unlimited calling excludes all calls made to Alaska, Hawaii, United States territories and possessions, Mexico, and all other foreign countries or protectorates and territories. Unlimited calling also excludes 900 and 900- like numbers and entertainment phone services. Additional charges will apply for all calls outside of the contiguous 48 states and Washington, D.C., directory assistance calling, and operator services.

f. **ALLO WiFi Calling (With Business Phone) Subscribers.** To activate WiFi Calling, Client must first register the Service Location address with ALLO. Client must have an Android or Apple Smart Phone, Tablet, or PC and be subscribed to WiFi calling with ALLO, and have the feature enabled on the wireless device. To use WiFi Calling, Client must have access to the internet over a WiFi connection. Client understands that while using WiFi calling, Client will be using internet data on the WiFi connection; therefore, internet service charges, roaming charges, data charges and overage rates, if applicable, may apply in accordance with the wireless device/mobile service provider or third party internet provider. If using a third party internet provider, Client acknowledges that any issues with the internet or wireless data service are not the responsibility of ALLO, and ALLO shall not be held responsible for any service availability or reliability issues. It is Client's responsibility to resolve any such issues with its internet service provider and/or wireless device/mobile carrier, as applicable. Client understands that if Client switches from WiFi Calling to the mobile network, the call will drop. Additionally, Client understands that certain types of calls are location-based (e.g., 511 Traffic Reporting, 311 City Services, and 811 Call Before You Dig) and may not be accurate when using WiFi Calling. Client understands that WiFi Calling should not be used to initiate 911 calls. ALLO accepts no responsibility if emergency personnel are unable to locate the Service Location.

10. CONTENT

a. ALLO exercises no control over the content of the information passing through our network and accessed through the Services. ALLO has no duty to monitor, review, remove, or edit any material passing through or residing on our network or servers, although we reserve the right to do so. Some sites contain information that may be

considered obscene or harmful. ALLO shall not be responsible in any manner and to any extent for sites or postings that might be considered obscene, offensive, harmful, or illegal. ALLO makes no warranties of any kind, whether express or implied, about the content of the information passing through our network or accessed by Client or third parties through the Services. Use of any information obtained through the Services is at Client's risk. ALLO specifically disclaims any responsibility for the accuracy or quality of information obtained through the Services.

b. Client shall be responsible for securing its data and communications. ALLO will not be responsible if a third party gains access to Client's data or communications, the Services, or Client-Owned Equipment. ALLO deems all use of the Services from the Service Location(s), including any communications made through the Services, whether authorized by Client or not, as Client's use (such as charges attributed to Video on Demand, Pay-Per-View, etc.) All charges attributed to Client's account will be Client's sole responsibility, and Client agrees to indemnify ALLO from any liability which may arise relating to such charges.

11. DELETION OF MATERIALS

a. In accordance with ALLO's storage policies, we reserve the right, in our sole discretion, during the term of the Services and upon or following termination, to delete Client voicemail, call details, DVR recordings, data, files, and other information stored on ALLO servers, systems, or any ALLO-Supplied Equipment. Client understands and agrees that ALLO shall have no liability whatsoever for any loss or removal of such data or information.

12. CONFIDENTIALITY

a. **Disclosure.** The Parties have a responsibility to keep all Confidential Information strictly confidential. The Parties shall not disclose Confidential Information to any third parties without first obtaining the other Party's express written consent. Except for such express written consent, the Parties agree that Confidential Information will not be disclosed or made available to any person for any purpose whatsoever, other than on a "need to know basis" and then only to: (i) such Party's employees and officers; (ii) such Party's subcontractors and other third-parties specifically permitted under the Master Agreement, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section; (iii) such Party's independent contractors, agents, and consultants (and Client agrees to designate to ALLO the identities of such recipients); and (iv) as required by law or as otherwise permitted by the Master Agreement, either during the term of Services or after the termination of the Services. The Parties agree to treat all Confidential Information of the other in the same manner as they treat their own proprietary information, but in no case shall use a degree of care less than a reasonable degree of care.

b. **Exceptions.** The obligations of confidentiality in this Section shall not apply to any information (i) which a Party rightfully has in its possession when disclosed to it by the

other Party, (ii) which a Party independently develops, information which is or becomes known to the public other than by breach of this Section, or (iii) which was rightfully received by a Party from a third party without the obligation of confidentiality. In addition, Client acknowledges and agrees that ALLO may disclose Client's and Client's employees' personally identifiable information as required by law or regulation, or in accordance with the ALLO Privacy Policy, or if applicable, tariff. Furthermore, ALLO shall have the right, unless where prohibited by law, to disclose Confidential Information to protect its respective rights, property, and operations, or in situations where individual or public safety is in peril.

c. Obligations and Survival after Termination. Upon the termination of the Services, the Parties shall return all Confidential Information in the possession of such party or in the possession of any third party over which such party has or may exercise control. The obligations of confidentiality and limitation of use described herein shall survive the expiration and termination of the Services for a period of three (3) years, or such longer period as the law requires.

13. TERMINATION

a. Notwithstanding any other term or provision in the Master Agreement, either Party may terminate the Services at any time, subject to payment by Client to ALLO of all outstanding amounts due for the Services up to the date the termination took effect and the Services were disconnected, and the return of all applicable ALLO-Supplied Equipment.

b. Termination for Cause. Either Party may terminate for cause the Services: (i) due to the other Party's material breach of any duty under the Master Agreement, and the breach continues without being cured for thirty (30) calendar days after written notice of default is given; (ii) in the event the other Party is involved in liquidation, is declared insolvent, or bankrupt; (iii) upon the other Party making an assignment for the benefit of creditors, invoking any provision of law for general relief from its debtors, initiating any proceeding seeking general protection from its creditors; (iv) upon either Party's dissolution or ceasing to do business; or (v) in the event that, after entering into such Service Order, ALLO conducts a site survey and learns a material increase of the cost of construction will be required. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach. Client acknowledges that upon thirty (30) days written notice by ALLO, ALLO may discontinue or suspend the Services, in whole or in part, if Client fails to comply with any applicable laws, rules, or regulations, and such failure has not been cured by Client within the thirty (30) day notice period. ALLO may terminate or suspend Client's use of the Services if ALLO determines, in its sole discretion, Client's use of the Services has resulted in a material degradation of the ALLO network, until such time the degradation has been remedied. ALLO may charge a reconnect fee and other applicable charges for any discontinued Service that is subsequently reconnected. Termination by either Party does not waive any other rights or remedies that it may have under the Master Agreement.

c. In addition, ALLO reserves the right, subject to applicable law, to immediately and with or without notice terminate or suspend the Services and/or to remove from the Services any information transmitted by or to any authorized user. These actions may be taken if ALLO: (i) determines Client's use of the Services is in violation of the Master Agreement; (ii) determines Client's use of the Services interferes with ALLO's ability to provide Services to Client or others, or adversely affects ALLO-Supplied Equipment; (iii) believes any ALLO-Supplied Equipment has been subject to tampering; or (iv) reasonably believes Client's use of the Services interferes with or endangers the health and/or safety of ALLO personnel or third parties. ALLO may charge a reconnect fee and other applicable charges for any discontinued Service that is subsequently reconnected.

d. **Effect of Termination.** Upon the termination of the Services for any reason: (i) Client agrees to immediately cease all use of the Services and all ALLO-Supplied Equipment; (ii) ALLO shall disconnect the applicable Services, and may delete all applicable data, files, or other information stored on ALLO servers or systems; (iii) Client's right to use any software provided by ALLO shall immediately terminate, and all ALLO software shall be returned to ALLO by Client; (iv) Client shall promptly pay all amounts due and owing to ALLO for the Services delivered prior to the date of the termination, or expiration, of the Services, including all applicable termination charges, if any; and (v) Client shall return ALLO-Supplied Equipment in the same working condition as when received, or allow ALLO personnel, its agents or representatives access to the Service Location(s) in order to disconnect all or a portion of the Services and recover all ALLO- Supplied Equipment. Client may be charged a continuing monthly fee until all ALLO- Supplied Equipment is returned. If Client fails to allow ALLO personnel, its agents or representatives access, or if the ALLO-Supplied Equipment is damaged and/or destroyed beyond normal wear and tear, other than by ALLO, its agents or representatives, ALLO may invoice Client for the list price of the relevant ALLO- Supplied Equipment, or the cost of repair.

e. **Changes in Regulation, Rules, or Laws.** It is acknowledged by the Parties that the respective rights and obligations of each Party set forth in the Master Agreement are based on applicable laws, rules, and regulations as they exist on the date the Services were entered into by the Parties. In the event of any subsequent legislative or regulatory change, any decision by a regulatory or judicial body, including regulatory or judicial orders, or any decision by an arbitrator or other dispute resolution, or other legal or regulatory action that materially affects the Master Agreement or ALLO's ability to provide the Services, ALLO, by providing written notice, may require the affected Sections be renegotiated in good faith. ALLO shall, however, upon the refusal by the Client to enter into such renegotiations, or failure on the part of the Parties to come to a mutual resolution on new terms, in its sole discretion, terminate the Master Agreement, in whole or in part, effective upon ALLO providing the Client with written notice.

14. INDEMNIFICATION

CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ALLO, ITS AGENTS OR REPRESENTATIVES, ITS OFFICERS, DIRECTORS, EMPLOYEES,

AND AFFILIATES, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO CLIENT IN CONNECTION WITH THE SERVICES, FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, JUDGMENTS, FINES, SETTLEMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY AND ACCOUNTANT FEES) ARISING FROM OR IN ANY WAY RELATED TO A CLAIM OR SUIT BROUGHT BY A THIRD PARTY BASED ON CLIENT'S USE OF ALLO'S SERVICES OR EQUIPMENT, OR BY CLIENT'S VIOLATION OF THE MASTER AGREEMENT.

15. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTY

a. Limited Liability.

ALLO SHALL NOT BE LIABLE TO CLIENT OR ANY INDEMNITEE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN ANY OF THE MASTER AGREEMENT, THE AGGREGATE LIABILITY OF ALLO FOR ANY REASON AND ALL CAUSES OF ACTION, LOSSES, AND DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CLIENT TO ALLO DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO ALLO'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURY ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ALLO WHILE ON THE CLIENT SERVICE LOCATION(S).

IN NO EVENT SHALL ALLO'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS, OR SUPPLIERS HAVE ANY LIABILITY TO CLIENT UNDER THE MASTER AGREEMENT. ALLO SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO THE UNAVAILABILITY OF THE SERVICES, INCLUDING THE INABILITY TO REACH 911 EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM, REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER, OR ANY FAILURE OR FAULT RELATING TO CLIENT-SUPPLIED EQUIPMENT, FACILITIES, OR SERVICES.

b. No Other Warranties.

ALLO MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, ALLO-SUPPLIED EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

ALLO EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICES, AND ALLO EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. ALLO SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALLO MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF TITLE OR NON- INFRINGEMENT, QUIET ENJOYMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS WITH RESPECT TO THE PROVIDED SERVICES. ALLO DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY A THIRD PARTY, AND MAKES NO GUARANTEES THAT THE SERVICES, EQUIPMENT, OR SOFTWARE WILL BE SECURE, ERROR-FREE OR VIRUS-FREE, WITHOUT INTERRUPTION OR DELAY, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, OR WILL BE COMPATIBLE WITH CLIENT-OWNED EQUIPMENT OR OPERATE AS INTENDED. NO ADVICE OR INFORMATION GIVEN BY ALLO, ITS AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS SHALL CREATE ANY WARRANTY.

FURTHERMORE, CLIENT ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CLIENT'S OWN DISCRETION AND RISK AND THAT CLIENT SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CLIENT'S USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CLIENT'S SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO THE SAME, OF SUCH DATA, MATERIAL OR TRAFFIC.

16. FORCE MAJEURE

a. Neither ALLO nor its affiliates shall be liable for any inconvenience, loss, liability, or damage for problems related to the Services that are beyond their reasonable control. Examples of problems beyond their reasonable control include acts of God, flood, fire, fiber cuts, those caused by storms and other natural disasters, third party damage to access networks, failure of any signal at the transmitter; failure of a communications satellite, loss of use of utility facilities, vandalism, terrorism, unavailability of right-of-way, any law, order, regulation, or governmental act, civil disturbances, power failures, computer viruses, or strikes.

17. DISPUTE RESOLUTION

a. ALLO will attempt in good faith to resolve a Dispute promptly and fairly. In the event a Dispute cannot be resolved, ALLO and Client each agree to submit the Dispute to the American Arbitration Association for resolution under its Commercial Arbitration Rules,

or, by separate mutual agreement, to another arbitration institution. If neither Party is able to agree to an alternative arbitration institution, they each agree to mutually petition a court of appropriate jurisdiction to appoint an arbitration institution that will enforce this Section as written. The location of the arbitration will take place in Lancaster County, Nebraska, or such other place as is mutually agreed upon. All arbitration awards shall be subject to Section 15 hereof.

b. Client may not combine a Dispute that is subject to arbitration under these Terms and Conditions with a Dispute that is not eligible for arbitration under these Terms and Conditions. ALLO and Client each acknowledge and agree that under no circumstances will a class action be arbitrated.

c. Notwithstanding anything to the contrary, ALLO will pay for any fees or costs required of it to pay under the local law where Client is located.

d. The arbitrator will issue an award decision in writing, but will not provide an explanation for the award unless Client or ALLO requests one. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institute that rendered the original award. Any such appeal must be filed within thirty (30) days and the appeal will be decided, based on that institution's appeal rules, within one-hundred twenty (120) days of filing. If any party elects to appeal an award, the prevailing party in the appeal shall be entitled to recover all reasonable attorney's fees and costs incurred in that appeal.

e. **Class Action Waiver.** Notwithstanding any other Section of the Master Agreement, if Client and ALLO arbitrates a Dispute, neither Party will have the right to: (i) participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (ii) join or consolidate disputes with disputes of any other persons. This Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against ALLO by a state or federal government agency even when such agency is seeking relief on behalf of a class of customers, including Client. This means that neither Party will have the right to compel arbitration of any claim brought by such an agency.

f. **Right to Opt Out.** Client may decline to have disputes with ALLO arbitrated by opting out. Doing so means neither Client nor ALLO can require the other to participate in arbitration proceedings, and each Party may sue the other in a court of law. To opt out, Client must notify ALLO within thirty (30) days of the date Client first became subject to the Master Agreement by using ALLO's Services. If this Section was not then a part of the Master Agreement, then the date that this Section became binding on Client in accordance with the Service Commencement Date. To opt out of arbitration, please send ALLO a written opt out request to the address listed below with Client's name, address, ALLO account number, and a statement that Client does not wish to resolve any Dispute with ALLO through arbitration, and would like to therefore opt out of this arbitration obligation. Please note, Client's decision to opt out of this Section will not result in any adverse effect on its relationship with ALLO or the delivery of the Services.

Allo Communications, LLC
c/o Nelnet, Inc.
Attn: Legal Department
121 South 13th Street
Lincoln, NE 68508

g. **Confidentiality.** The arbitration proceedings under this Section shall be as confidential and private as permitted by law. To that end, Client and ALLO each agree not to disclose the existence, content, or results of any proceedings conducted in accordance with this Section, and materials submitted in connection with such proceedings shall not be admissible in any other proceeding; provided, however, that this confidentiality portion shall not prevent a petition to vacate or enforce an arbitral award, and shall not bar disclosures required by any laws or regulations.

h. **Jury Trial.** To the extent permitted by applicable law, for any Disputes relating to the Master Agreement not submitted to arbitration, and properly brought in a public court of law, ALLO and Client hereby knowingly, voluntarily, intentionally, and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or arising out of the Master Agreement, or any other dispute or controversy between ALLO and Client. All Disputes, irrespective of whether or not submitted to arbitration, shall be subject to Section 15 hereof.

i. **Severability.** If any clause within this Dispute Resolution Section is found to be illegal or unenforceable, that clause will be severed from this Section, and the remainder of this Section will be given full force and effect. If the Class Action Waiver is limited, voided, or found unenforceable as to a Dispute, then this Section (except this sentence) shall be null and void with respect to such Dispute (but not as to any others that have been brought or are later brought,) subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

j. **Continuation.** This Dispute Resolution Section shall survive the termination of Services.

18. REGULATORY AND LEGAL CHANGES; TARIFFS

a. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of ALLO's delivery of Services to Client, Client acknowledges and agrees that ALLO may pass through to Client any such increased fees or costs, but only to the extent of the actual increase. In such case, and if such increase materially increases the fees or charges due by Client, Client may, within thirty (30) days after notification of such increase, terminate the affected Services, provided Client notifies ALLO at least fifteen (15) days in advance of Client's requested termination date.

b. In the event that ALLO is required to file tariffs or rate schedules with a regulatory agency with respect to the delivery of the Services or any portion thereof, and ALLO is required under applicable law to apply those rates to Client's purchase of the Services, then the terms set forth in the applicable tariff or rate schedule shall govern ALLO's delivery of, and Client's use or consumption of the Service.

19. INSURANCE

a. ALLO shall maintain commercial liability coverage and business interruption insurance, in the coverage types and amounts as may be required by applicable laws and regulations.

20. MISCELLANEOUS

a. **Governing Law; Claims.** The Master Agreement will be governed by and interpreted in accordance with the laws of the State of Nebraska, without reference to its choice of laws. The Parties submit to the exclusive jurisdiction of the courts located in Lancaster County, Nebraska, and agree not to commence any legal action under or in connection with the subject matter of the Master Agreement in any other court or forum. Any claim that Client wishes to assert under the Master Agreement must be initiated not later than one (1) year after the claim arose, or such lesser time as may be set forth in the Master Agreement.

b. **Assignment.** Client may not assign the Master Agreement or any or all portions of the Master Agreement or the Services, whether by operation of law or otherwise, to any other person, entity, or location, without obtaining prior written consent from ALLO. Provided, however, Client may assign to an affiliate or to a third party to whom such Party has assigned all or substantially all of its assets or control, or as a result of a sale or merger or consolidation, in each case provided that (i) such assignee has agreed in writing to be bound by the terms in the Master Agreement, (ii) Client is current in its payments hereunder, and (iii) Client provides notice of such assignment to ALLO prior to the effective date of such assignment. Subject to the previous sentence, the rights and liabilities of the Parties hereto will bind and inure to the benefit of their respective permitted successors and assignees. ALLO may, without Client's consent, assign, transfer, or delegate any of its duties or obligations hereunder to an Affiliate or in the event of merger, acquisition, change of control, or restructuring. For purposes hereof, "change of control" means ownership of fifty percent (50%) or more of the outstanding voting securities.

c. **Partial Invalidity.** In the event that any Section of the Master Agreement shall be held to be unenforceable, such Section shall in good faith be renegotiated to be enforceable and shall reflect as closely as possible the intent of the original Section. Such negotiations shall not affect the enforceability of the remainder of the Master Agreement.

d. **No Waiver.** Failure by ALLO to enforce at any time or for any period of time any Section or right hereunder shall not constitute a waiver of such Section. To be legally binding on ALLO, any waiver must be in writing.

e. **Notices.** Any notice, request, consent or communication (collectively a "Notice") under the Master Agreement shall be delivered to the Parties at such address as is provided by one Party to the other in writing. A Notice shall be effective only if it is in writing and (i) personally delivered, (ii) sent by certified or registered mail, return receipt requested, postage prepaid, (iii) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (iv) delivered via email with receipt confirmed. A Notice shall be deemed to have been given as of the date when (v) personally delivered, (vi) three days after when deposited with the United States mail properly addressed, (vii) the next day when delivered during business hours to said overnight delivery service, properly addressed and prior to such delivery service's cutoff time for next day delivery, or (viii) when receipt of the email message is confirmed, as the case may be, unless the sending party has actual knowledge that a Notice was not received by the intended recipient. Notices to ALLO shall include a cc to:

Allo Communications, LLC
c/o Nelnet, Inc.
Attn: Legal Department
121 South 13th Street
Lincoln, NE 68508

f. **Publicity.** Client may not issue a press release, public announcement, or other statements relating to, or otherwise disclosing the existence of the terms and conditions of any contractual relationship between it and ALLO, without first obtaining ALLO's written consent.

g. **Entire Agreement.** The Master Agreement, including any attachments which are incorporated herein by reference and the other documents comprising the Master Agreement, is the entire agreement of the parties and supersedes any prior agreements between them with respect to the Services. No modification of or amendment to the Master Agreement, nor any waiver of any rights under the Agreements, shall be effective unless in writing signed by an authorized representative of each Party.

h. **Counterparts.** The Master Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

i. **Headings.** All article and section headings herein are for convenience only and shall not be deemed to control or affect the meaning or construction of any Sections hereof.

j. **Binding Effect.** The Master Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

k. **No Third Party Beneficiaries.** The Master Agreement does not expressly or implicitly provide any third party with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

l. **Independent Contractors.** The Parties to the Master Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. The Master Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

m. **Privacy Policy.** ALLO does not currently sell Client information. Client acknowledges ALLO's privacy policy with regard to its use of the ALLO website. The privacy policy is available at <http://allocommunications.com/>, and is subject to change from time to time, in ALLO's discretion.

n. **Call Monitoring.** To ensure the quality of our Services and for other lawful purposes, Client agrees that we may monitor or record telephone conversations the Client makes to us or we make to the Client (for example, conversations Clients have with our customer service representatives).

o. **Telephone.** To provide better and more efficient customer service, Client agrees ALLO may contact Client regarding Client's account, in response to inquiries and questions, a request for service(s), or for other purposes, including marketing of products or services provided by us or our affiliates. Client certifies it is the subscriber to the provided cellular or other wireless number and authorizes ALLO, and our representatives and agents to contact Client at any current and future number(s) provided using automatic dialing systems, artificial or prerecorded messages, and/or automated text messages, even if Client may be charged by its service provider(s) for receiving such communications. Client may revoke consent to receiving such automated or artificial or prerecorded calls and text messages at any time. To do so, call ALLO at 866-481-2556, chat with us live at our website, or email us at info@allophone.net.

p. **Email.** Client authorizes ALLO, or our representatives or agents, to deliver certain disclosures, notices, and communications, including promotional communications of our Services (collectively "Communications") in electronic form. Client's agreement to these Terms confirms its ability to consent to receive such Communications electronically. Communications will be delivered via email, using the email address(es) provided to ALLO, including that of a wireless or mobile device, posted to our Website, or otherwise communicating them via the Services. Client is responsible for any charges by its wireless or mobile provider for receipt of such emails. If Client does not wish to receive promotional emails, such as emails describing promotions or new services, Client may click "unsubscribe" on such emails, and the email address will be removed from any future marketing emails.

To access and retain electronic Communications, you will need to maintain or have access to the following computer hardware and software at your own expense:

- I. Access to the Internet
- II. Access to a valid e-mail address
- III. Access to a computer or similar device that includes 128-bit encryption and current browser software capable of receiving, displaying, and accessing Communications.

IV. Access to software which permits you to receive and access Portable Document Format Files.

q. **Approvals, Consents and Agreements.** Whenever a Section in the Master Agreement requires the approval, consent, agreement or authorization or the like from ALLO, ALLO's decision to grant the same shall be in ALLO's sole discretion.