

ALLO Smart Home Services available to ALLO Fiber Residential Subscribers:

1. Technical Support Services.

For the purposes of this section, "Technical Support Services" refers to any of the following Additional Services that you may have chosen to provide technical support with your ALLO Internet service:

- a. ALLO Smart Home Service. This service is intended to address issues outside the scope of ALLO's standard technical support. The Service may include:
  - i. configuration and troubleshooting;
  - ii. resolution of software, smart home operating systems and networking issues;
  - iii. installation and ongoing support of various Smart Home hardware devices and the software utilized to control them from smart phones and home controllers.

2. Limitations of Technical Support Services.

- a. Technical Support Services do not support all software, hardware or Internet-related products, applications or features and we reserve the right to defer support issues to your equipment or software vendor. Technical Support Services do not include training on hardware or software use.
- b. Technical Support Services are not intended to replace the more advanced technical support that may be available from hardware or software manufacturers.
- c. Technical Support Services are for incident-specific troubleshooting and problem resolution, and excludes:
  - i. computer programming;
  - ii. software development;
  - iii. warranty repairs or product replacement;
  - iv. problems or issues arising out of any impermissible or unauthorized use or modification of a product;
  - v. upgrades of firmware, software, operating systems, or applications; or
  - vi. hardware failure.
- d. Use of Technical Support Services does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications.
- e. The Technical Support Services provided is not a guarantee. In some cases, we may not be able to diagnose or resolve a problem because of complications with your device or its configuration. Technical Support Services are offered as a "best efforts" service and without warranty. We reserve the right to refuse to troubleshoot software not on our list of supported products. You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer, and that we may not have the ability to obtain the information necessary to resolve a specific technical problem. In addition, we may not be able to provide Technical Support Services if you refuse any updates required by your device.

3. Your Responsibilities.

- a. In order for us to provide Technical Support Services, you must first confirm that you have:
  - i. full access (including any required licenses) to the hardware and/or software that is the basis of the problem; and

- ii. if applicable, completed a back-up of any data, software, information or other files stored on your devices that may be impacted.

ALLO is not responsible for the loss, corruption, or alteration of data, software or files that may result from performance of the Technical Support Services. You also acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. Technical Support Services are only available to you and those residing at your location and may not be transferred to any third party.

- b. You agree to cooperate with and follow instructions provided by ALLO and acknowledge that such cooperation by you is essential to our delivery of Technical Support Services to you.
  - c. You hereby grant ALLO permission to view, access, and modify your smart home device settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform Technical Support Services.
  - d. You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, and for ensuring that any information or data disclosed to ALLO is not confidential or proprietary to you or any third party.
4. Purchase Terms and Support.
- a. ALLO Smart Home Support is offered on a month-to-month basis and requires ALLO Fiber service.
  - b. ALLO Smart Home Installation is offered to a limited number of Residential Fiber Subscribers, initially, on a trial basis. For a specified fee, ALLO agrees to install Smart Home devices owned by subscribers and provide assistance in the integration of the devices into customers' smart phones and home hub controllers.
  - c. Your ALLO Smart Home Support Service may be cancelled by ALLO at any time due to any of the following circumstances:
    - i. Failure to maintain ALLO Fiber service;
    - ii. Failure to comply with obligations under this support plan;
    - iii. Failure to provide a safe work environment or conditions as determined by the servicing ALLO technician;
    - iv. Nonpayment of the monthly fee or incident fee payment;
    - v. Making material misrepresentations to ALLO;
  - d. ALLO reserves the right to change these terms and conditions or prices for ALLO Smart Home Support and Services at any time. ALLO will attempt to provide advance notice to customers regarding any changes at least [X] business days in advance of changes taking effect.
5. Incidents.
- a. "Incident" means a specific, discrete problem for which ALLO will attempt to isolate its origin to a single cause. ALLO, in its sole discretion, will determine what constitutes an Incident.
  - b. An Incident will be considered resolved when you receive one of the following:
    - i. information or advice that resolves the Incident;
    - ii. information on how to obtain a software solution that will resolve the Incident;

- iii. notice that the Incident is caused by a known, unresolved issue or an incompatibility issue;
    - iv. information that the Incident can be resolved by upgrading to a newer release of a product;
    - v. notice that the Incident has been identified as a hardware equipment issue; or
    - vi. if you cannot, or elect not to, pursue the course of action we recommend.
  - c. Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep your service request open for future reference when you are ready to resume the process.
6. Third Party Warranties. Third-party equipment, software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. In addition, you acknowledge that certain third party equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact that ALLO's delivery of Technical Support Services might have on third party warranties is acceptable to you.
7. Customer Specific Service. Technical Support Services are only available to you and to persons you authorize, provided to the primary residence address associated with ALLO Fiber service. In either case, the terms of this Agreement will apply to the Services we perform.
8. LIMITATION OF LIABILITY. ALLO WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THESE TERMS; ALLO'S TOTAL LIABILITY ARISING OUT OF THE TECHNICAL SUPPORT SERVICES, OR FROM ALLO'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT ALLO'S SOLE DISCRETION AND OPTION, (A) TO RE-PERFORMING THE TECHNICAL SUPPORT SERVICE, OR (B) IN THE CASE OF PER INCIDENT SERVICE PLANS, YOUR REMEDIES WILL BE LIMITED TO A REFUND OF THE CHARGES AND FEES PAID FOR THE SERVICE GIVING RISE TO THE CLAIM, IF ANY. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE. THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.
9. DISCLAIMER OF WARRANTIES. THE TECHNICAL SUPPORT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TECHNICAL SUPPORT SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE TECHNICAL SUPPORT SERVICE. YOUR USE OF THE TECHNICAL SUPPORT SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT

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