



# Acceptable Use Policy

Last Updated: December 7, 2018

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## IMPORTANT-READ CAREFULLY

### 1. INTRODUCTION

Uniti Fiber LLC, including its subsidiaries and affiliates (collectively, "Uniti Fiber", "we", "us"), is committed to complying with the laws and regulations governing the use of any services provided to its customers. This Uniti Fiber Acceptable Use Policy, including all annexes hereto (the "AUP") is intended to protect security and stability of service by preventing unacceptable use of Uniti Fiber's network and services. All users, which includes all Uniti Fiber customers, either as individuals or not, and including all Uniti Fiber customer's employees or other authorized end-users of a Uniti Fiber Service (collectively, "Customers", "you", "your") of Uniti Fiber's bandwidth and/or voice services must comply with this AUP. Any violation of this AUP may result in the suspension or termination of your access to the Services and/or your Uniti Fiber account or other actions as detailed in Section 3. This AUP should be read in conjunction with Uniti Fiber's applicable Service Agreements.

PLEASE READ THIS AUP CAREFULLY BECAUSE IT AFFECTS THE LEGAL RIGHTS BETWEEN YOU AND UNITI FIBER BY, AMONG OTHER THINGS, LIMITING UNITI FIBER'S LIABILITY TO YOU. THIS AUP ALSO INCLUDES IMPORTANT TERMS OF SERVICE THAT CONTAIN INFORMATION REGARDING **YOUR ACCESS AND USE OF EMERGENCY SERVICES** (i.e., 911 service), INCLUDING LIMITATIONS RELATIVE TO TRADITIONAL, WIRELINE EMERGENCY SERVICES.

When you accept this AUP in conjunction with ordering Uniti Fiber services (for example, by signing a Service Agreement or Service Order that references this AUP), or when you access or use one or more of the services covered by this AUP after you are notified that this AUP applies to the Services, you agree to be bound by the terms of this AUP. If the individual who accepts this AUP is acting on behalf of a corporation, company, partnership, organization, association or other legal entity, then that individual hereby represents and warrants to Uniti Fiber that he or she has the authority to bind such entity. IF YOU DO NOT HAVE SUCH AUTHORITY, OR YOU DO NOT AGREE WITH THE TERMS OF THIS AUP, THEN YOU SHOULD NOT ACCEPT THE AUP AND YOU SHOULD NOT ACCESS OR USE, OR AUTHORIZE ANYONE TO ACCESS OR USE, THE SERVICES.

This AUP shall amend and restate, supersede and replace in their entirety any earlier versions of the AUP previously applicable to your Services, effective as of the date indicated above.

### 2. SCOPE OF THE AUP

This AUP applies to any Uniti Fiber services that provide or include bandwidth services, including but not limited to Ethernet services, Wavelength services, and any services that provide access to the Internet (e.g. Internet, Dedicated Internet Access or DIA), as well as Uniti Fiber voice services and any related "adjunct" services, whether used in conjunction with Uniti Fiber broadband service(s), or on a "stand-alone" basis (collectively, the "Services").

### 3. VIOLATIONS OF UNITI FIBER'S ACCEPTABLE USE POLICY

It is prohibited to use the Services in any way that is unlawful, harmful to or interferes with use of Uniti Fiber's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, constitutes Spam/Email/Usenet abuse, a security risk or a violation of privacy.

In addition to the general prohibitions above, the following constitute violations of this AUP:

- a. **Illegal use.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder. In addition, the Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.
- b. **Harm to minors.** Using the Services to harm, or attempt to harm, minors in any way, including publishing, posting uploading, downloading, sending, receiving, copying or otherwise distributing or storing child pornography.
- c. **Threats.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. **Harassment.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another, including to host, post, transmit, or re-transmit any content or material that threatens the health or safety of others.
- e. **Fraudulent activity.** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
- f. **Forgery or impersonation.** Adding, removing or modifying identifying SS7 information (including telephone number or subscriber information used for caller ID) or network header information in an effort to deceive or mislead. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.
- g. **Unsolicited commercial email/Unsolicited bulk email/Unsolicited fax/Unsolicited text message.** Using the Services in violation of the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other similar applicable law, regulation, or rule, including to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are also prohibited. The use of the Service to provision unsolicited facsimile messages or unsolicited text messages in violation of local, state or federal law or regulation is likewise prohibited.
- h. **Unauthorized access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Uniti Fiber's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- i. **Copyright or trademark infringement.** Using the Services to publish, submit, receive, upload, download, post, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material that infringes, misappropriates or otherwise violates any copyright, trademark, patent, trade secret, right of privacy, right of publicity or other proprietary/intellectual property rights of any individual, group or entity, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- j. **Collection of personal data.** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent. Personal data collection is subject to the terms set forth in Uniti Group Inc.'s Privacy Policy, available on Uniti Group's website at <https://www.uniti.com/legal>, which is hereby incorporated by reference.
- k. **Network disruptions and unfriendly activity.** Using the Services for any activity which adversely affects the ability of other people or systems to use Uniti Fiber Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Customer's responsibility to ensure that its network is configured in a secure manner. A Customer may not, through action or inaction, allow others to use its network for illegal or inappropriate actions. A Customer may not permit its network, through action or

inaction, to be configured in such a way that gives a third party the capability to use the network in an illegal or inappropriate manner.

- l. HIPPA.** Using the Services to receive, send or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended, unless you have signed a Business Associate Agreement with Uniti Fiber or your use of the Services fits within the “conduit” or some other exception for requiring a Business Associate Agreement.
- m. Other guidelines.** Failure to adhere to the rules, guidelines or agreements applicable to any search engines, subscription Web services, chat areas, bulletin boards, Web pages USENET, applications or other services that are accessed via the Services is a violation of this AUP.

#### **4. CUSTOMER RESPONSIBILITIES**

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use the Services. Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded, uploaded, created, accessed or transmitted using the Services. Uniti Fiber has no responsibility for any material/content created using the Services. Ultimately, Customers are responsible for taking prompt corrective action(s) to remedy a violation of this AUP and to help prevent similar future violations.

Customers are solely responsible for maintaining the confidentiality of any credentials that they may use to access or use Uniti Fiber Services including, but not limited to, account passwords. Customers also may not transfer account information, passwords, or lend or otherwise transfer the use of or access to any Uniti Fiber Services, to any third party. Customers are also solely responsible for any and all activities that occur under their account(s). Customer agrees to immediately notify Uniti Fiber of any unauthorized use of their account or any other breach of security related to their account or the Uniti Fiber Service, and to ensure that they “log off”/exit from their account (if applicable) at the end of each session. Uniti Fiber is not liable for any loss or damage arising from Customer’s failure to comply with any of the foregoing obligations.

In consideration for using the Uniti Fiber Service, Customer agrees to: (1) provide certain current, complete, and accurate information about Customer when prompted to do so by the Uniti Fiber Service, and (2) maintain and update this information as required to keep it current, complete and accurate. Customer agrees that any such information shall be accurate. Customer agrees that Customer is solely responsible for the content of all visual, written or audible communications (“Content”) sent by Customer (including its authorized users of the Service), or displayed or uploaded by Customer in using the Services. Recognizing the global nature of the Internet, Customer also agrees to comply with applicable local rules or codes of conduct (including codes imposed by Customer’s employer) regarding online behavior and acceptable content and the transmission of technical data exported from the United States or the country in which Customer works or resides. Uniti Fiber reserves the right to investigate and take appropriate action against anyone who, in Uniti Fiber’s sole discretion, is suspected of violating this provision, including without limitation, reporting Customer to law enforcement authorities. Use of the Services is void where prohibited. Although Uniti Fiber is not responsible for any such communications, Uniti Fiber may delete any such communications of which Uniti Fiber becomes aware, at any time without notice to Customer. Customer retains copyright and any other rights already held in Content which Customer submits, posts or displays on or through, the Services. Customer understands and agrees that by displaying, exchanging or uploading Content to a Uniti Fiber website, transmitting Content using the Services or otherwise providing Content to Uniti Fiber, Customer automatically grants (and warrants and represents Customer has a right to grant) to Uniti Fiber a world-wide, royalty-free, sublicensable (so Uniti Fiber affiliates, contractors, resellers and partners can deliver the Services) perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Content in the course of offering the Site and/or the Services. Customer agrees to implement any security patches or other software upgrades that may be issued by Uniti Fiber or Uniti Fiber’s supplier(s) with respect to the Service.

- 5. EXPORT COMPLIANCE.** Customer agrees to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Services. Customer agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.

#### **6. REPORTING VIOLATIONS OF UNITI FIBER’S AUP OR SECURITY EVENTS**

All Users of the Uniti Fiber network are responsible for notifying Uniti Fiber immediately if they become aware of an impending event that may negatively affect the Uniti Fiber network. This includes extortion threats that involve threat of “denial of service” attacks, unauthorized access, or other security events. Further, Uniti Fiber requests that anyone who believes that there is a violation of this AUP direct the information to Uniti Fiber at: [abuse@uniti.com](mailto:abuse@uniti.com). If available, please provide the following information:

- The IP address used to commit the alleged violation;
- Any other identifying information concerning the person(s) undertaking such alleged violation;
- The date and time of the alleged violation, including the time zone or offset from GMT;
- Evidence of the alleged violation;

Email with full header information provides all of the above, as do syslog files. Other situations may require different methods of providing the above information.

## **7. NOTIFICATION OF COMPLAINTS**

In most cases, but in our sole discretion, we will notify our Customer(s) of complaints received by us regarding an alleged violation of this AUP. Customer agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this AUP. We may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications.

## **8. PRIVACY**

Because the Internet is an inherently open and insecure means of communication, any data or information a user transmits over the Internet may be susceptible to interception and alteration. Therefore, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information a user transmits via the Service or over the Internet, including any data or information transmitted via any server, even if designated as "secure."

## **9. ENFORCEMENT**

Uniti Fiber may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Customer’s Service
- terminate the Customer’s Service
- bill the Customer for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

## **10. REVISIONS TO THIS ACCEPTABLE USE POLICY**

Uniti Fiber reserves the right to revise, amend, or modify this AUP, at any time.

## ANNEX 1

### ADDITIONAL TERMS OF SERVICE APPLICABLE TO UNITI FIBER VOICE SERVICES

This Annex 1 to the Uniti Fiber AUP applies to all voice Services and all related adjunct services to voice Services offered by Uniti Fiber.

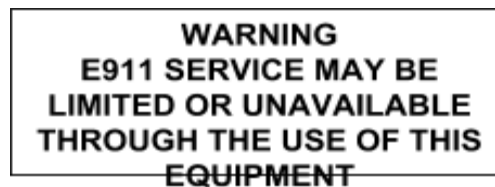
#### 1.0 911 & SERVICE LIMITATIONS.

The Federal Communications Commission (FCC) requires that Uniti Fiber provide E911 Service to all Customers who use Uniti Fiber services within the United States. This Section 1 describes the limitations of such services and Customer responsibilities with respect to accessing such services. **Customer should read this section carefully.**

#### 1.1. 911 WARNING LABELS AND CUSTOMER ACKNOWLEDGEMENT

CUSTOMER ACKNOWLEDGES THAT UNITI FIBER'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 1 AND CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN.

UNITI FIBER HEREBY PROVIDES CUSTOMER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING:



CUSTOMER AGREES TO PRINT OUT AND PLACE SUCH LABEL ON AND/OR NEAR EACH TELEPHONE OR OTHER CUSTOMER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED. UNITI FIBER WILL PROVIDE CUSTOMER WITH AN ADVISORY NOTICE REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM CUSTOMER. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT UNITI FIBER HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH UNITI FIBER E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. UNITI FIBER ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

#### 1.2. LOSS OF ELECTRICAL POWER.

CUSTOMER ACKNOWLEDGES THAT THE SERVICES, INCLUDING ACCESS TO 911 AND/OR E911 SERVICE, WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.

#### 1.2. LOSS OF INTERNET ACCESS.

CUSTOMER ACKNOWLEDGES THAT THE SERVICES, INCLUDING ACCESS TO 911 AND/OR E911 SERVICE, WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.

#### 1.3 MOVEMENT OF EQUIPMENT

CUSTOMER ACKNOWLEDGES THAT THE SERVICES, INCLUDING ACCESS TO 911 AND/OR E911 SERVICE, MAY NOT FUNCTION IF THE CUSTOMER MOVES OR RELOCATES THE CUSTOMER PREMISES EQUIPMENT USED TO ACCESS THE SERVICES.

#### **1.4 NON-NATIVE TELEPHONE NUMBER USAGE**

CUSTOMER ACKNOWLEDGES THAT THE SERVICES, INCLUDING ACCESS TO 911 AND/OR E911 SERVICE, MAY NOT FUNCTION IF THE CUSTOMER UTILIZES NON-NATIVE TELEPHONE NUMBERS IN ANY LOCATION WHERE SERVICE IS RENDERED.

#### **1.5 REGISTERED LOCATION CHANGES**

CUSTOMER ACKNOWLEDGES THAT THE SERVICES, INCLUDING ACCESS TO 911 AND/OR E911 SERVICE, MAY NOT FUNCTION IF THE CUSTOMER CHANGES ITS LOCATION WITHOUT UPDATING UNITI FIBER WITH THE NEW LOCATION, AND MAY ALSO NOT FUNCTION DURING ANY SUCH UPDATES THAT UNITI FIBER, ITS SUPPLIERS AND VENDORS, AND THE RELEVANT PUBLIC SAFETY ANSWERING POINTS MAKE TO THE RELEVANT DATABASES WHERE CUSTOMER REGISTERED LOCATION INFORMATION IS STORED.

**1.6. NON-VOICE SYSTEMS.** CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT SET UP TO FUNCTION WITH OUTDIALING SYSTEMS INCLUDING HOME SECURITY SYSTEMS, MEDICAL MONITORING EQUIPMENT, TTY EQUIPMENT, AND ENTERTAINMENT OR SATELLITE TELEVISION SYSTEMS. CUSTOMER HAS NO CLAIM AGAINST UNITI FIBER FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THESE SERVICES.

**1.7. AVAILABILITY.** UNITI FIBER E911 SERVICE IS A MANDATORY COMPONENT OF ALL INBOUND/OUTBOUND VOICE SERVICE PLANS. E911 SERVICE IS NOT OFFERED ON VIRTUAL NUMBERS, TOLL-FREE NUMBERS OR SIMILAR ADJUNCT SERVICES. E911 SERVICE IS ONLY AVAILABLE IN SELECTED AREAS WHERE E911 SERVICE IS AVAILABLE.

**1.8 REGISTERED LOCATION.** CUSTOMERS WHO SUBSCRIBE TO UNITI FIBER VOICE SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT WITH UNITI FIBER BY SENDING AN EMAIL TO [VOICE-SUPPORT@UNITI.COM](mailto:VOICE-SUPPORT@UNITI.COM), AND AGREES TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE CHANGES. PLEASE NOTE THAT CHANGES TO REGISTERED CUSTOMER LOCATION MAY TAKE UP TO TEN (10) DAYS. CUSTOMER WILL RECEIVE AN EMAIL CONFIRMATION FROM UNITI FIBER CONFIRMING SUCH LOCATION CHANGE HAS BEEN MADE—IF CUSTOMER DOES NOT RECEIVE SUCH A CONFIRMATION RECEIPT WITHIN TEN (10) DAYS AFTER SUBMITTING A CHANGE REQUEST, CUSTOMER MUST CONTACT UNITI FIBER CUSTOMER SUPPORT AT 1-877-652-2321 TO CONFIRM THE CHANGE IN LOCATION HAS BEEN RECEIVED BY UNITI FIBER.

IN CERTAIN CASES, CHANGES TO REGISTERED CUSTOMER LOCATION CAN TAKE LONGER THAN TEN (10) DAYS. FOR EXAMPLE, WHEN MIGRATING VOICE SERVICES TO UNITI FIBER FROM ANOTHER CARRIER WHILE ALSO MOVING PHYSICAL LOCATIONS, DATABASE UPDATES CAN TAKE UP TO THREE MONTHS OR LONGER. CUSTOMER ACKNOWLEDGES THAT THERE WILL BE A DELAY IN E911 SERVICE ADDRESS UPDATE THAT IS DEPENDANT ON THE FORMER SERVICE PROVIDER UNLOCKING THE 911 RECORD AFTER THE PORT TO UNITI FIBER IS COMPLETED. ALL CALLS TO 911 DURING THIS TIMEFRAME MAY STILL DISPLAY THE PREVIOUS SERVICE ADDRESS.

CUSTOMER ACKNOWLEDGES THAT UNITI FIBER'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE PHYSICAL LOCATION CURRENTLY REGISTERED FOR THE ACCOUNT. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY UNITI FIBER WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO UNITI FIBER BY CUSTOMER. IN THE EVENT THAT THE PHYSICAL LOCATION HAS NOT BEEN UPDATED OR IS NOT COMPLETE, UNITI FIBER MAY ATTEMPT TO ROUTE A 911 CALL BASED UPON THE BILL-TO OR SHIP-TO ADDRESSES ASSOCIATED WITH THE CUSTOMER'S ACCOUNT OR INITIAL ORDER.

**1.9.** CUSTOMERS WILL BE SUBJECT TO A MONTHLY 911 OR E911 SERVICE CHARGE. THE MONTHLY 911/E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE CHARGES FOR THE ASSOCIATED LINE(S). THE MONTHLY 911/E911 SERVICE FEE IS ASSESSED ON A "PER-LINE" (THAT IS, PER PHONE NUMBER) BASIS, AND WILL BE SET AT A LEVEL THAT REIMBURSES UNITI FIBER FOR THE DIRECT COSTS IT INCURS IN PROVIDING UNITI FIBER E911 SERVICE, INCLUDING EXPENSES UNITI FIBER INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF SERVICES TO CUSTOMERS SUBSCRIBING TO THIS SERVICE. UNITI FIBER RESERVES THE RIGHT



TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS.

**1.10.** CUSTOMER ALSO ACKNOWLEDGES THAT UNITI FIBER E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE UNITI FIBER E911 SERVICES UNSUITABLE FOR SOME CUSTOMERS. BECAUSE CUSTOMER CIRCUMSTANCES VARY WIDELY, CUSTOMERS SHOULD CAREFULLY EVALUATE THEIR OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON UNITI FIBER E911 SERVICE. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CUSTOMER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS). THE FOLLOWING CHARACTERISTICS DISTINGUISH UNITI FIBER E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:

\*\* UNITI FIBER E911 SERVICE WILL NOT FUNCTION IF CUSTOMER PREMISES EQUIPMENT FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S UNITI FIBER SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE UNITI FIBER SERVICE, INCLUDING FOR E911 PURPOSES.

\*\* AFTER INITIAL ACTIVATION OF THE E911 SERVICE, AND FOLLOWING ANY CHANGE OF AND UPDATE TO CUSTOMER'S PHYSICAL LOCATION, THERE MAY BE SOME DELAY BEFORE THE AUTOMATIC NUMBER AND LOCATION INFORMATION IS PASSED TO THE LOCAL EMERGENCY SERVICE OPERATOR. THIS INFORMATION IS TYPICALLY POPULATED INTO OUR E911 DATABASES PRIOR TO SERVICE ACTIVATION, BUT NO GUARANTEE CAN BE MADE THAT THE AUTOMATIC NUMBER AND LOCATION INFORMATION WILL BE ACTIVATED WITHIN THE SCHEDULES SET FORTH IN THIS AUP.

\*\* THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING UNITI FIBER E911 EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE UNITI FIBER NETWORK, THERE IS A POSSIBILITY THAT A 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORKS.

\*\* IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE THE CUSTOMER PREMISES EQUIPMENT WILL BE LOCATED AT THE TIME OF ACTIVATION OF THE SERVICE, 911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR.

**1.11.** CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT UNITI FIBER WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING UNITI FIBER SERVICE OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS UNITI FIBER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER, ANY CUSTOMER EMPLOYEE, OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.

**2. TOLL CHARGES AND INTERNATIONAL CALLING.** Every call to or from Equipment using the Services that originate or terminate in the Public Switched Telephone Network ("PSTN"), including other VoIP networks, is subject to the then applicable toll charges that are associated with the Customer's Service Plan. Calls to a phone number outside the United States will be charged at the current rates published on our website at <https://www.uniti.com/legal>. The duration of each call is to be calculated in one minute increments and rounded up to the nearest one minute increment for any fraction of minutes used. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is

rounded up to the nearest whole cent. When Customer dials an International PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by a Customer to an International mobile, rather than landline, or information services or premium rate telephone number may result in higher toll charges. Uniti Fiber may change the prices for the Services and toll charges from time to time. Uniti Fiber may change prices, plans, taxes or fees without any advance notice. In the event of a change in prices or toll charges, Uniti Fiber will post such changed rates to our website. International toll calling rates are updated on the website regularly, and no other notice shall be provided for changes to international toll calling rates. Uniti Fiber reserves the right to require all customers or other users of its service to use a PIN number to make international calls. Should Customer undertake international dialing without the use of a PIN, Customer affirmatively acknowledges the risks associated with such, including but not limited to toll fraud, and in such cases Customer affirmatively accepts responsibility for the payment of such charges whether fraudulent or not. Uniti Fiber specifically reserves the right to require a separate affirmative written acknowledgement and assumption of such risks and assumption of toll charge payment responsibility as a condition of Uniti Fiber removing the security PIN from Uniti Fiber's international dialing service for the Customer.

**3. TELEPHONE NUMBER USAGE.** Any telephone number provided by Uniti Fiber ("Number") to the Customer shall be leased and not sold. Customer is not to use the Number with any other device or service other than the Equipment and Uniti Fiber Service for which it was assigned, without the express written permission of Uniti Fiber. Uniti Fiber reserves the right to change, cancel or move the Number at its sole discretion. Customer affirmatively acknowledges that Uniti Fiber may be unable to port the telephone number(s) assigned to it by Uniti Fiber to another service provider should it seek to change service providers. Outbound Number porting may be restricted to due to service type, geography, Uniti Fiber's contractual arrangements with other carriers, and other factors.

**4 LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT.** Customer shall not modify the Equipment in any way without the express written permission of Uniti Fiber. Customer shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, Customer is responsible for all lost, stolen or broken Equipment and may be required to purchase or lease replacement Equipment to continue service. Customer shall immediately notify Uniti Fiber of any lost or stolen Equipment and shall cooperate with Uniti Fiber in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At Uniti Fiber's sole option, failure to report lost or stolen equipment in a timely manner will cause Customer to be responsible for all service fees accrued until the time that Uniti Fiber is informed of the loss or theft and can effect a termination of the Services.

**5. PERSONAL USE PLANS.** Uniti Fiber's Service Plans for residential Customers that offer unlimited minutes of PSTN calls ("Unlimited PSTN Plans") are for the reasonable personal residential use of Customer only. Customer may not to resell or transfer the Service or Equipment to any other person for any purpose, without express written permission from Uniti Fiber in advance. Customer may not use the Services for commercial or governmental purposes, or for profit or non-profit activities, including, but not limited to, home office, business, sales, tele-commuting, autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with personal and residential usage. Customer shall not transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. Customers further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Customer agrees to notify Uniti Fiber immediately if usage of the Unlimited PSTN Plans changes from personal residential to business use and to subscribe to a business plan. Uniti Fiber reserves the right to immediately terminate or modify the Services of any Customer using Unlimited PSTN Plans if Uniti Fiber determines, in its sole discretion, that Customer is not using the Unlimited PSTN Plans for Customer's reasonable personal residential use.

**6. COMMERCIAL USE PLANS.** Customer agrees that the use of the Service and/or Equipment for activities other than reasonable personal residential use will obligate Customer to pay Uniti Fiber's higher rates for business services for all periods of such use, including past periods, in which Customer used the Service for commercial or governmental purposes. If Customer subscribes to a Uniti Fiber business plan ("Business Plans"), the Service and Equipment are provided to Customer as a business user. In such cases, Customer may not resell or transfer the service or Equipment to any other person for any purpose, without express written permission from Uniti Fiber in advance. Customer agrees that



Uniti Fiber Business Plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. Uniti Fiber reserves the right to immediately terminate or modify the Service, if Uniti Fiber determines, in its sole discretion, that Customer's Business Plans' Service is being used for any of the aforementioned activities.

**7. INTERNATIONAL USE RESTRICTIONS.** Unlimited PSTN Plans are only for the personal use of individuals whose primary residence and place of operation of the Service is the United States. Any use found to be inconsistent with this location restriction will result in modification or termination of the Service at the sole discretion of Uniti Fiber. Uniti Fiber reserves the right to immediately terminate or modify the Services of any Customer using Unlimited PSTN Plans if Uniti Fiber determines, in its sole discretion, that Customer is using the Unlimited PSTN Plans outside of the United States. If the Service is used outside of the United States at any point as determined solely by Uniti Fiber, then Uniti Fiber reserves the right at its sole discretion to immediately change the rates of the plan and apply such rates retroactively to the billing period that the Service was first used outside the United States, and all subsequent billing periods thereafter.

**8. CHANGES TO THE AGREEMENT, SERVICES OR PLAN.** Uniti Fiber reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan (a "Change of Service"). In the event of a Change of Service, Uniti Fiber will post to the Web Site currently located at <https://www.uniti.com/legal>. Notice will be considered received by Customers and such changes will become binding to Customers, on the date the changes are posted to the Web Site ("Change Date"), and no additional notice will be required. If Customer does not send Uniti Fiber notification of their desire to terminate this agreement or uses the Service after the Change Date, Customer is deemed to have accepted and consented to the change of terms and conditions of the Service. If Customer does not consent to the change of service and terminates this agreement, Customer will be responsible for any sums due hereunder in addition to any applicable fees and/or charges. Customer may request a Plan change at any time, subject to any applicable change of service fee and additional terms and conditions that may apply. Any Plan change will take effect in the first month after the Plan is changed. In no case will an activation fee be credited after thirty (30) days from the initial purchase of the Services for a Plan change or cancellation. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge will apply.

**9. PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE.** Upon expiration, cancellation or termination of the Services, Customer shall relinquish and discontinue use of any telephone numbers assigned by Uniti Fiber or its vendors. Likewise, it will relinquish and discontinue the use of all voice mail access numbers and/or web portals assigned to Customer by Uniti Fiber or its vendors.

**10. SOFTWARE COPYRIGHT.** Any software used by Uniti Fiber to provide the Services and any software provided to Customer in conjunction with providing the Services are protected by copyright law and international treaty provisions. Customer may not copy the software or any portion of it.

**11. ENTIRE AGREEMENT.** The Uniti Fiber Standard Terms and Conditions, this AUP, and the rates posted to the website currently located at <https://www.uniti.com/legal>, constitute the entire agreement with regard to the provision of voice Services and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to such Services. This agreement shall be binding upon the heirs, successors, and assigns of Uniti Fiber and Customer.