

**Rise Broadband
PC Care Service**

Terms of Service

This Rise Broadband PC Care Terms of Service (the “Agreement”) is provided to you (“Customer”) in connection with the PC Care service that Customer has purchased (the “PC Care Service”) and sets forth the terms and conditions for the PC Care Service. This Agreement is a legal contract between Customer and Skybeam, LLC d/b/a Rise Broadband (“Rise Broadband”) and comprises the entire agreement between Customer and Rise Broadband with respect to the PC Care Service.

BY USING THE SERVICE, CUSTOMER REPRESENTS THAT CUSTOMER IS OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT CUSTOMER HAS READ AND UNDERSTANDS FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Customer is responsible for upholding the non-transferability and account security of its service. Customer is entirely responsible for any actions, damages, or costs incurred via its account, regardless of who is using that account.

RISE BROADBAND RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME BY POSTING CHANGES ONLINE IN ADVANCE OF THE EFFECTIVE DATE OF ANY CHANGES. CUSTOMER IS RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE IN THE ‘SUPPORT’ (<http://www.risebroadband.com/support>) AREA TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. CUSTOMER’S NON-TERMINATION OR CONTINUED USE OF SERVICES AFTER CHANGES ARE POSTED CONSTITUTES CUSTOMER’S ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.

Rise Broadband shall have the unrestricted right to engage subcontractors in rendering PC Care Services under this Agreement.

This Agreement shall take effect on the date on which Customer accepts the PC Care Service and continues until Customer’s PC Care Service subscription is terminated either by Customer or by Rise Broadband.

1. GENERAL OVERVIEW

The PC Care Service is a subscription-based service that provides remote technical support for personal computers, laptops and mobile devices via the telephone, chat and Internet. This Agreement governs Rise Broadband’s PC Care Service. The Customer may customize the PC Care Service based on Customer’s needs.

2. SCOPE OF SERVICE

- PC Care Service –The PC Care Service will respond to service requests 24 hours a day, 7 days per week, 365 days a year, and shall be provided in a workmanlike manner, with professional diligence and skill by properly trained staff. The PC Care Service includes two different service plans described below:
 - PC Care Service Plan (“PC Support”) offers a limited scope of technical support for one computer or device (“Device”), consisting of: (a) configuration troubleshooting; (b) evaluating and attempting to correct software, and (c)

operating systems and network issues. Additional Devices may be added to the subscription plan for an additional cost on a per-Device basis.

- Premium Technical Support Service Plan (“Premium Support”) offers all of the services of PC Support for up to 3 Devices as well as a more skilled scope of support in which the duration of the appointment/interaction can be lengthier and more impactful by nature, consisting of: (a) virus/spyware detection and removal; (b) software peripherals support for network, video/sound cards, memory, hard drives, CD/DVD reader/writers, printers and scanners; (c) home networking equipment, (d) PC Tune-ups; and (e) troubleshooting and wireless support connecting TV, Blu-rays, tablets and mobile devices. PC Care Customers can choose to upgrade to Premium Support at any time.
- “Replace/Repair Service” - A service available to all PC Care Service subscribers in which Rise Broadband replaces computer parts or repairs a computer on site at the Customer’s premises. Replace/Repair Service is included in the PC Care Service subscriptions and may be utilized once a month, up to a \$500 per year “Repair Threshold” for parts and labor. If Rise Broadband believes the total labor and parts cost will exceed the Repair Threshold, Rise Broadband will obtain confirmation from the Customer that the Customer is financially liable for any amount above the Repair Threshold. If Customer refuses to pay the overage, the Replace/Repair Service will not be performed. Replacement parts must fall into a certain category, and not all parts are guaranteed to be made available by Rise Broadband.
- “A La Carte Options” - A per-incident service performed remotely, including three different service offerings detailed below:
 - “PC Maintenance” - Rise Broadband will perform a Windows Disk Cleanup, enable Windows Updates, and turn on Windows Firewall.
 - “Device Setup” - Services included in this category include printer setup, camera and MP3 player setup and trouble shooting. Rise Broadband will provide initial printer assistance including installation of printer drivers and configuration of printer settings. If a user requires assistance with an existing printer, Rise Broadband will perform trouble-shooting of printer settings or re-installation. Rise Broadband will assist users with the use of a digital camera or an MP3 player in addition to installing desktop software and configuration of devices.
 - “PC Tune-up” - Services included in this category involve a PC Tune-up. Rise Broadband will diagnose PC’s infected with spyware, malware and viruses and recommend steps to repair including the installation of customer provided internet Security Suite or licensed Rise Broadband or third-party tools followed by the scanning and removal of any detected spyware/malware/viruses.
- Rise Broadband does not offer any services hereunder other than those specifically described above.

3. **RATES & PAYMENT**

Each component of the PC Care Service is billed differently. PC Support and Premium Support are subscription services charged on a monthly basis and is added to Customer’s monthly Rise Broadband invoice. The Replace/Repair Service is included in the PC Support and Premium

Support subscriptions, up to the Repair Threshold, whereas customer will be billed any overage costs that exceed the Repair Threshold. The A La Carte Options are not included in the PC Support or Premium Support subscriptions and will be added to the Customer's monthly Rise Broadband invoice per incident. Unless stated in writing otherwise, all fees and charges are nonrefundable. The PC Care Service fees and charges can be found on the Rise Broadband website at <https://www.risebroadband.com/residential/pc-care-packages/>. Rise Broadband may change the fees and charges then in effect, or add new fees or charges, by giving Customer notice in advance.

4. **SOFTWARE**

Rise Broadband, its agents and subcontractors may use tools it deems necessary for diagnostics and repair - including remote access, and may install software that allows Customer to obtain additional technology services. For software installations, Customer authorizes Rise Broadband, its agents and subcontractors to accept End User License Agreements on Customer's behalf.

5. **PRIVACY POLICY**

It is Rise Broadband's policy to respect the privacy of its Customers. For information on our privacy practices, please review our policy at https://www.risebroadband.com/wp-content/uploads/2016/06/LSL2-335267-v1-Rise_Broadband_Privacy_Policy.pdf or call 1-844-411-RISE (7473).

6. **CUSTOMER'S RESPONSIBILITY TO BACK-UP / REMOVE DATA**

Customer agrees that prior to Rise Broadband, its agents or subcontractors performing the PC Care Service, it is Customer's responsibility to (1) backup the data, software, information or other files stored on Customer's computer disk drives, hard drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (2) remove all videotapes, compact discs, floppy disks, laser discs, cassettes, DVDs, flash drives, memory cards, film, or other media from Customer's product. Customer agrees that whether or not Customer requests backup services from Rise Broadband and/or its agents or subcontractors, neither Rise Broadband nor its agents or subcontractors shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact discs, floppy disks, laser discs, cassettes, DVDs, flash drives, memory cards, film, or other media.

7. **LIMITATIONS TO SERVICE**

The PC Care Service will not support all software, hardware or Internet-related products, applications or features, and Rise Broadband and its agents and subcontractors reserve the right to defer support issues to equipment or software vendors. In the event that PC Care Service is unable to resolve a technical issue, Rise Broadband, its agents and subcontractors may utilize an escalation path, on-site assistance, or assistance from the manufacturer of the device or software to ensure resolution for the Customer. The PC Care Service is not intended to replace the more advanced technical support that may be available from hardware or software manufacturers, nor is it intended to provide training in hardware or software usage.

Rise Broadband shall not be liable for any failure or delay in performance due to any cause beyond its control. Rise Broadband and/or its agents and subcontractors reserve the right to refrain from providing the PC Care Service ordered and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the

Customer are unusual or extensive and beyond the scope of this Agreement, as determined by Rise Broadband.

8. **ACCESS AUTHORIZATION**

a) *Authorization to Access Customer's Device:* Customer hereby authorizes Rise Broadband and its affiliates and their respective employees, contractors and agents the right to access and control Customer's Device for the purposes of providing PC Care Service. In connection with delivering PC Care Service, Rise Broadband may also download, install and use software, gather system data, take remote control of Customer's Device and access or modify Customer's Device settings. By accepting these terms, Customer hereby grants Rise Broadband the right to connect to Customer's Device, download, install and use software on Customer's Device to gather system data, repair Customer's Device, take remote control of Customer's Device and change the settings on Customer's Device while performing the Services.

b) *Authorization to Access Customer's Premises:* Customer hereby grants Rise Broadband and its affiliates, and their respective employees, contractors and agents the right to enter Customer's property and premises at any time for the purpose of fulfilling its obligations or exercising its rights under this Agreement. Rise Broadband shall provide Customer with reasonable advance notice of any such planned access, except when, in the reasonable opinion of Rise Broadband, an emergency or other exigent circumstance exists that would require Rise Broadband to immediately enter Customer's property and premises.

9. **LIMITATION OF LIABILITY**

RISE BROADBAND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE PC CARE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE PC CARE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF RISE BROADBAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO EACH CUSTOMER. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, RISE BROADBAND'S MAXIMUM LIABILITY TO CUSTOMER ARISING FROM OR RELATED TO RISE BROADBAND UNDER THIS AGREEMENT SHALL BE LIMITED TO THE SUMS PAID BY CUSTOMER TO RISE BROADBAND FOR THE PC CARE SERVICE DURING THE THREE MONTHS PRIOR TO THE TIME THE CAUSE OF ACTION AROSE.

10. **TERMINATION**

PC Care Service may be terminated by Customer or Rise Broadband for any reason effective at the end of a calendar month by providing written notice to the other party at least thirty (30) days prior to the requested termination date. Upon termination of the PC Care Service, Customer's right to use the PC Care Service immediately ceases. Customer shall have no rights and Rise Broadband will have no obligations regarding the PC Care Service thereafter. Customer shall remain responsible for any unpaid amounts due for the PC Care Service.

11. DISPUTE RESOLUTION

a) CUSTOMER AND RISE BROADBAND AGREE TO USE THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THIS SECTION 11 WITH RESPECT TO ANY CONTROVERSY, DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, except that Rise Broadband may elect to litigate the following types of controversies or claims: (i) action seeking a temporary restraining order or injunction, (ii) a suit to compel compliance with this dispute resolution process, (iii) Customer's non-compliance with publicity provisions, or (iv) billing or payment disputes or collections matters.

b) Customer and Rise Broadband agree to arbitrate all disputes and claims between them including, but not limited to: claims arising out of or relating to any aspect of the relationship between Customer and Rise Broadband, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising), claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class and claims that may arise after the termination of this Agreement. For the purposes of this Section 11, references to Customer include Customer's subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all Authorized Users or unauthorized users or beneficiaries of the PC Care Service. **CUSTOMER AGREES THAT CUSTOMER AND RISE BROADBAND ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

c) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice ("Arbitration Notice"). An Arbitration Notice to Rise Broadband must be addressed to Rise Broadband at 61 Inverness Drive East, Suite 250, Englewood, CO 80112. An Arbitration Notice to Customer must be addressed to Customer at Customer's then-current billing address. The Arbitration Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Customer and Rise Broadband do not reach an agreement to resolve the claim within 60 calendar days after the Arbitration Notice is received, Customer or Rise Broadband may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Rise Broadband or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or Rise Broadband is entitled.

d) The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by this Agreement, and shall be administered by the AAA. The arbitrator shall be bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are reserved to the decision of a court of competent jurisdiction. Unless Customer and Rise Broadband agree otherwise, any arbitration hearings shall take place in Arapahoe County, Colorado. The right to a hearing shall be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The party initiating arbitration proceedings shall bear all the arbitration-related costs and expenses of both parties including, without limitation, legal fees and expenses.

e) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. CUSTOMER AND RISE BROADBAND AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Rise Broadband agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

f) Notwithstanding any provision in this Agreement to the contrary, Customer and Rise Broadband agree that if Rise Broadband makes any future change to this arbitration provision (other than a change to the address to which an Arbitration Notice is to be sent), Customer may reject any such change by sending Rise Broadband written notice within 30 days of the change. By rejecting any future change, Customer agrees that Customer will arbitrate any dispute between Customer and Rise Broadband in accordance with the language of this provision.

12. **LAWS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, excluding its conflict of law provisions. Customer and Rise Broadband agree to submit to the exclusive jurisdiction of the courts in Arapahoe County, Colorado. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Customer and Rise Broadband agree that any cause of action arising out of or related to this PC Care Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

13. **PHONE CALLS**

Rise Broadband, its agent or subcontractor will call Customer at the phone number Customer provides to inform Customer about the PC Care Service. Calls may be live or pre-recorded and made via automated dialing systems. Voice and Data rates may apply.