

Must be signed by ACCOUNT HOLDER before installation.



PALMERTON TELEPHONE COMPANY RESIDENTIAL FIBER-TO-THE-HOME INTERNET SERVICE AGREEMENT

Palmerton Telephone Company and PenTeleData LP I (collectively “PTC,” “us,” or “our”) provide Fiber-to-the-Home Internet service (the “Service”) to you (“you,” or “your”) on the terms and conditions set forth in this Agreement. By signing this Agreement or using the Service, you accept these terms. If you do not accept these terms, do not use the Service and contact PTC to terminate this Agreement. Failure to sign and return this Agreement may result in service termination.

- 1. TERMS.** You shall abide by all PTC policies, including the terms contained herein, PTD’s Acceptable Usage Policy (“AUP”), and any other posted policies or procedures that may apply. Policies and procedures will be posted at www.ptelco.com and www.ptd.net, where they may be updated from time to time. PTC reserves the right to make changes to this Agreement. If at any time you do not agree with the terms of this Agreement or any other policy or procedure, contact PTC immediately and terminate your Agreement. Continued use of the Service constitutes acceptance of these terms. You represent and warrant that you are the account holder, 18 years of age or older, and are legally able to enter into an agreement.
- 2. USE OF THE SERVICE.** PTC provides the Service for your private, non-commercial use. You shall not lease, sublease, or provide Internet access to others who are not members of your household or guests. If you connect a wireless router to the Service, it must be password protected, and you may only provide access to members of your household and guests. You are responsible for all use associated with the IP address and MAC address assigned to the account. Operating an open or otherwise unsecured wireless access point does not absolve you of liability for improper or illegal use of the account. You are also solely responsible for limiting access to objectionable materials that may be on the Internet. PTC takes no responsibility or liability for unauthorized viewing of said materials by minors or any other persons. You are solely responsible for all of online activity associated with your account.

- 3. SERVICE TERMINATION.** Service is on a month to month basis, billed in advance. You may terminate your Service at any time by giving notice to PTC. You must give notice by contacting PTC by phone. PTC reserves the right to terminate Service at any time without prior notice for, without limitation, failure to comply with terms, any express or implied threat of violence, or use of derogatory language, towards any employee, representative, agent, or contractor of PTC; loss of right or ability to use public rights-of-way necessary to serve customer; and instances when, in our sole judgment, continued operation is causing harm to the network.

If you breach this Agreement, it may result in immediate termination of services in addition to liability for any and all damages, including attorney fees and costs. You understand that suspension or termination of Internet service may result in loss of functionality of other internet-supported services. You agree that PTC shall not be liable to you for any suspension or termination of your Service pursuant to such violation.

- 4. BROADBAND BANDWIDTH.** You acknowledge that the bandwidth provided by PTC is a shared service. Any quoted bandwidth rating/transfer rate for the Service is a maximum rate and not guaranteed; it may be available, but only on a burst basis, and service may not be continuous. Factors such as network congestion and your modem settings can affect service speeds. PTC reserves the right to manage its network to provide for maximum efficiency. PTC offers multiple tiers of high speed Internet access with different speeds (some speed tiers may not be available in all areas). The Network Management Disclosure on the PTC website, as it may change from time to time without notice, includes important information and is included as a binding part of this Agreement. You must ensure that your activities do not improperly restrict, inhibit, or degrade any other users’ use of the Service or PTC’s ability to deliver and monitor the Service and do not represent (in the sole judgment of PTC) an unusually large burden on the network itself. If you are found (in PTC’s sole judgment) to be an excessive bandwidth user, you may be offered an upgrade to a higher level of service subject to the appropriate fees (when applicable), suspended, or terminated. PTC will use reasonable efforts to notify a customer prior to service termination for excessive bandwidth use.

- 5. NETWORK INTERFERENCE.** In its sole discretion, PTC reserves the right to interrupt service, equipment, or facilities in your premises that are causing network interference. PTC will use reasonable efforts to first notify you of the need for such interruption. You agree to cooperate with PTC to resolve any interference. PTC permits IP traffic only. Other protocols are prohibited without prior arrangement.

- 6. SUBSCRIBER PREMISES.** You agree to allow PTC and our agents to enter the property where the Service will be provided (the “Premises”) at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing, and removing the Service and/or equipment used to receive the Service. You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner’s name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

- 7. PTC EQUIPMENT.** The Service requires PTC to install a PON modem (the “Installed Equipment”) in your home near existing utilities, such as the home’s electric panel or phone connections. You acknowledge and agree that at all times ownership of this Installed Equipment shall remain with PTC and that you are permitted to use the Installed Equipment in connection with your lawful receipt and use of the Service. If you disconnect, you shall not use Installed Equipment for any reason until it is reconnected to PTC’s Service. This Installed Equipment is affixed with a label that includes the following message: “PROPERTY OF PALMERTON TELEPHONE COMPANY. DO NOT REMOVE FROM PREMISES.” You may not remove Installed Equipment from the Premises, even if you move. You are responsible for the Installed Equipment for the duration of your occupancy of the Premises. If the Installed Equipment is lost, stolen, or damaged under any circumstances, including by fire, water, theft, or events of force majeure, whether you are an active or inactive subscriber, and regardless of fault, You shall be responsible for all charges, including labor costs, to replace or repair the Installed Equipment for the duration of your occupancy of the premises.

In addition to the Installed Equipment, PTC shall maintain exclusive ownership of all equipment delivered to and/or installed within or upon the Premises used provide the Service, including but not limited to, fiber, cables, wires, and amplifiers.

- 8. LIMITED WARRANTY.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER PTC NOR ANY LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES PTC ITS AGENTS, OR EMPLOYEES MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED ON AN “AS IS” BASIS WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. SPECIFICALLY THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES TO BE PROVIDED HEREUNDER. PTC, ITS EMPLOYEES, AFFILIATES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND ASSIGNS SHALL NOT BE RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED EQUIPMENT. WITHOUT LIMITATION, PTC SHALL NOT BE HELD LIABLE FOR LOSS OF ANY SOFTWARE, HARDWARE OR DATA, IN WHATEVER FORM STORED ON ANY COMPUTER EQUIPMENT ONTO WHICH A MODEM AND ASSOCIATED EQUIPMENT IS CONNECTED. IT IS YOUR RESPONSIBILITY TO BACK UP ANY AND ALL DATA AND SOFTWARE PRIOR TO THE INSTALLATION OF THE MODEM AND ASSOCIATED EQUIPMENT.

- 9. CHARGES AND BILLING.**

BILLS. PTC issues statements in the beginning of the billing period. Payment is due on the date stated on the statement for the total amount. If you do not pay your bill on or before the due date, you will be charged a late fee. Your first bill will reflect charges from the date of installation. You accept the fees charged as a legal and lawful debt and agrees to pay said fee, including any/all collection agency fees, attorney fees and/or court costs, if such be necessary.

PAYMENT METHOD. You may pay by ACH, check, or credit or debit card (from any issuer accepted by PTC), and we may change the payment methods we accept from time to time. You may not make restrictive endorsements (such as “paid in full”) or other statements or releases on or with checks or other payments accepted by us. If you do so, we may disregard the restrictive endorsement or reject the payment. All checks must be written in blue or black ink.

BILLING DISPUTES. You must notify PTC within 60 days (or within such longer time period to the extent required by applicable law), after your monthly invoice has been made available to you. Unless otherwise provided by law, you must pay disputed charges until your dispute is resolved. If you accept a credit, refund, or other compensation or benefit to resolve a disputed bill or charge, you agree that the issue is fully and finally resolved.

- 10. LIMITATION OF LIABILITY.** IN ADDITION TO THE DISCLAIMERS OF LIABILITY ELSEWHERE IN THE AGREEMENT, IN NO EVENT SHALL PTC, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY FORCE MAJEURE EVENT SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD, TERRORISM, STRIKES, FIRE, WAR, RIOT, AND GOVERNMENT ACTIONS; ANY EQUIPMENT, DEVICE, SERVICE, NETWORK OR FACILITY SHORTAGE, USE, CONNECTION, DAMAGE, FAILURE, UPGRADE, MODIFICATION OR RELOCATION; OR ANY OTHER EVENT THAT IS OUT OF PTC’S CONTROL.

NEITHER SHALL PTC NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR ANY OTHER FORM OF MONEY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, OR FOR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED AND ARISING OUT OF OR IN CONNECTION WITH THE PTC’S PERFORMANCE OR THE PROVISION OF SERVICES OR PERFORMANCE HEREUNDER, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PTC HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL LIABILITY EXCEED A REFUND OF AMOUNTS ACTUALLY PAID BY YOU FOR THE SERVICE FOR THE THEN CURRENT YEAR.

THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, INFRINGEMENT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT BLUE RIDGE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

- 11. INDEMNIFICATION.** You agree to defend, indemnify and hold harmless PTC, its officers, directors, employees, affiliates and agents and any other third-party provider (each, an “Indemnified Party”) who furnishes products or services to you in connection with the Agreement or the Service (and, at PTC’s option, either defend any such Indemnified Party or pay such Indemnified Party’s cost of defense) from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses of any nature whatsoever (“Liability”), including reasonable attorneys’ fees, related to or arising from your actions or omissions, including without limitation: (a) use of the Service; (b) any violation of applicable laws, regulations, the Agreement or related policies; (c) negligent acts, errors or omissions; (d) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with the Agreement or the Service, except to the extent that such liabilities arise from the gross negligence or willful misconduct of PTC; (e) claims for infringement of any intellectual property rights arising from use of the Service; (f) claims arising from content transmitted by or to you; or (g) the absence, failure or outage of the Service. This Section shall survive termination of this Agreement.

- 12. NOTICES; CONTACT INFORMATION.** For questions, concerns, or to cancel Service, please contact us at: **E-mail:** ptcbusinessoffice@ptelco.com **Telephone:** 610-826-6650 **Website:** <http://www.ptelco.com>

Regular Mail: Palmerton Telephone Company
P.O. Box 215
465 Delaware Ave
Palmerton, PA 18071

- 13. CONSENT TO COMMUNICATIONS.** You agree, in order for us to service your account, telemarketing, advertisements, notices and/or to collect monies you may owe, PTC and/or our agents may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of automatic dialing device, as applicable. To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls between us (for example, your conversations with our customer service department).

- 14. ASSIGNMENT OR TRANSFER.** You may not assign or otherwise transfer this Agreement. We may assign all or part of the Agreement or your obligations to us without notice.

- 15. MANDATORY BINDING ARBITRATION. THIS PARAGRAPH ONLY APPLIES TO FIBER-TO-THE-HOME INTERNET SERVICE FROM PALMERTON TELEPHONE COMPANY. IT DOES NOT APPLY TO ANY OTHER SERVICE PROVIDED BY PALMERTON TELEPHONE COMPANY.**

- A. MANDATORY BINDING ARBITRATION. WE STRIVE TO RESOLVE DISPUTES FAIRLY AND QUICKLY. IF WE CANNOT RESOLVE A DISPUTE WITH YOU TO YOUR SATISFACTION, THEN EXCEPT AS DESCRIBED BELOW, EACH OF US AGREES TO ARBITRATE DISPUTES AND CLAIMS FOR MONEY DAMAGES BETWEEN US IN EXCESS OF \$10,000. SPECIFICALLY, CLAIMS FOR MONETARY DAMAGES IN EXCESS OF \$10,000 SHALL BE SUBMITTED TO THE AMERICAN ARBITRATION ASSOCIATION, WWW.ADR.ORG, FOR BINDING RESOLUTION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY SEPARATE MUTUAL AGREEMENT TO ANOTHER ARBITRATION INSTITUTION.

THIS ARBITRATION PROVISION IS INTENDED TO BE BROADLY INTERPRETED. IT INCLUDES, BUT IS NOT LIMITED TO:

- CLAIMS ARISING OUT OF OR RELATING TO ANY ASPECT OF THE RELATIONSHIP BETWEEN US, 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 YOU ARE NOT A MEMBER OF A CERTIFIED CLASS; AND
- CLAIMS THAT MAY ARISE AFTER THE TERMINATION OF THIS AGREEMENT.

FOR PURPOSES OF THIS SECTION, REFERENCES TO “PTC,” “PTD,” “YOU,” AND “US” INCLUDE OUR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, PREDECESSORS IN INTEREST, SUCCESSORS, AND ASSIGNS, AS WELL AS ALL AUTHORIZED OR UNAUTHORIZED USERS OR BENEFICIARIES OF SERVICES UNDER THIS OR PRIOR AGREEMENTS BETWEEN US.

THIS ARBITRATION AGREEMENT DOES NOT PRECLUDE YOU FROM BRINGING ISSUES TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL AGENCIES, INCLUDING, FOR EXAMPLE, THE FEDERAL COMMUNICATIONS COMMISSION. SUCH AGENCIES CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF.

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.

- B. PREFILING NOTICE REQUIREMENT. A PARTY WHO INTENDS TO SEEK ARBITRATION MUST FIRST SEND TO THE OTHER, BY CERTIFIED MAIL, A WRITTEN NOTICE OF DISPUTE (“NOTICE”). THE NOTICE TO PTC/PTD SHOULD BE ADDRESSED TO: PTC, PO BOX 215, 613 3RD STREET, PALMERTON, PA 18071, ATTN: LEGAL DEPARTMENT/ARBITRATION. THE NOTICE MUST (A) DESCRIBE THE NATURE AND BASIS OF THE CLAIM OR DISPUTE; AND (B) SET FORTH THE SPECIFIC RELIEF SOUGHT (“DEMAND”). IF PTC/PTD AND YOU DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, YOU OR PTC/PTD MAY THEN COMMENCE AN ARBITRATION PROCEEDING AS DESCRIBED HEREIN. DURING THE ARBITRATION, THE AMOUNT OF ANY SETTLEMENT OFFER MADE BY PTC/PTD OR YOU SHALL NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR DETERMINES THE AMOUNT, IF ANY, TO WHICH YOU OR PTC/PTD IS ENTITLED.

- C. RIGHT TO OPT OUT. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY PTC AND/OR PTD IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY MAIL TO PTC, PO BOX 215, 613 3RD STREET, PALMERTON, PA 18071, ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS AND PTC AND/OR PTD ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES BINDING ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH PTC AND/OR PTD OR THE DELIVERY OF SERVICE(S) TO YOU BY PTC AND/OR PTD. IF YOU HAVE PREVIOUSLY NOTIFIED PTC OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

- D. CLASS ACTION WAIVER AND OTHER RESTRICTIONS:

- I. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH YOU MUST CONTACT PTC AND/OR PTD WITHIN SIXTY (60) DAYS), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

- II. YOU AGREE THAT YOU AND PTC/PTD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. ALL PARTIES TO AN ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR’S AUTHORITY TO RESOLVE AND MAKE WRITTEN AWARDS IS LIMITED TO CLAIMS BETWEEN YOU AND PTC AND/OR PTD ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES. NO ARBITRATION AWARD OR DECISION WILL HAVE ANY PRECLUSIVE EFFECT AS TO ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE WHO IS NOT NAMED PARTY TO THE ARBITRATION.

- E. LOCATION OF ARBITRATION. THE ARBITRATION WILL TAKE PLACE AT A LOCATION CONVENIENT TO YOU IN THE AREA WHERE YOU RECEIVE THE SERVICE FROM US.

- F. PAYMENT OF ARBITRATION FEES AND COSTS:

- I. PTC AND/OR PTD WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR’S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES.

- II. IF THE ARBITRATION PROCEEDING IS DECIDED IN PTC AND/OR PTD’S FAVOR, YOU SHALL REIMBURSE PTC AND/OR PTD FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE PTC AND/OR PTD FOR ANY OF THE FEES AND COSTS ADVANCED BY PTC AND/OR PTD.

- III. IF THE ARBITRATION PROCEEDING IS DECIDED IN YOUR FAVOR, AND THE ARBITRATOR ISSUES YOU AN AWARD THAT IS GREATER THAN THE VALUE OF PTC/PTD’S LAST WRITTEN SETTLEMENT OFFER MADE BEFORE AN ARBITRATOR WAS SELECTED, THEN PTC/PTD WILL:

- PAY YOU THE AMOUNT OF THE AWARD OR \$10,000 (“THE ALTERNATIVE PAYMENT”), WHICHEVER IS GREATER; AND
 - PAY YOUR ATTORNEY, IF ANY, TWICE THE AMOUNT OF ATTORNEYS’ FEES, AND REIMBURSE ANY EXPENSES (INCLUDING EXPERT WITNESS FEES AND COSTS) THAT YOUR ATTORNEY REASONABLY ACCRUES FOR INVESTIGATING, PREPARING, AND PURSUING YOUR CLAIM IN ARBITRATION (“THE ATTORNEY PREMIUM”).
3. IF PTC/PTD DID NOT MAKE A WRITTEN OFFER TO SETTLE THE DISPUTE BEFORE AN ARBITRATOR WAS SELECTED, YOU AND YOUR ATTORNEY WILL BE ENTITLED TO RECEIVE THE ALTERNATIVE PAYMENT AND THE ATTORNEY PREMIUM, RESPECTIVELY, IF THE ARBITRATOR AWARDS YOU ANY RELIEF ON THE MERITS.

- IV. THE ARBITRATOR MAY MAKE RULINGS AND RESOLVE DISPUTES AS TO THE PAYMENT AND REIMBURSEMENT OF FEES, EXPENSES, AND THE ALTERNATIVE PAYMENT AND THE ATTORNEY PREMIUM AT ANY TIME DURING THE PROCEEDING AND UPON REQUEST FROM EITHER PARTY MADE WITHIN 14 DAYS OF THE ARBITRATOR’S RULING ON THE MERITS.

- V. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEY’S FEES AND COSTS INCURRED IN THAT APPEAL. NOT WITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, PTC AND/OR PTD WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

- G. SEVERABILITY. IF ANY CLAUSE WITHIN THIS ARBITRATION PROVISION IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT CLAUSE WILL BE SEVERED FROM THIS ARBITRATION PROVISION, AND THE REMAINDER OF THIS ARBITRATION PROVISION WILL BE GIVEN FULL FORCE AND EFFECT.

IN THE EVENT THIS ENTIRE ARBITRATION PROVISION IS DETERMINED TO BE ILLEGAL OR UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT IN A DISPUTE THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THIS ARBITRATION PROVISION, YOU AND PTC AND/OR PTD HAVE EACH AGREED TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

- H. EXCLUSIONS FROM ARBITRATION. ONLY CLAIMS FOR MONEY DAMAGES MAY BE SUBMITTED TO ARBITRATION. YOU AND PTC AND/OR PTD AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY AMOUNT IN CONTROVERSY (INCLUDING CLAIMS FOR ATTORNEY’S FEES PERMITTED BY LAW) LESS THAN \$10,000 OR IS OTHERWISE PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS (MAGISTERIAL DISTRICT COURT IN PENNSYLVANIA); (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY’S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN PTC AND/OR PTD AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE. (6) CLAIMS FOR INJUNCTIVE ORDERS OR SIMILAR RELIEF MUST BE BROUGHT IN A COURT OTHER THAN CLAIMS RELATED TO WHETHER ARBITRATION IS APPROPRIATE, WHICH WILL BE DECIDED BY AN ARBITRATOR, NOT A COURT. YOU MAY NOT COMBINE A CLAIM THAT IS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT WITH A CLAIM THAT IS NOT ELIGIBLE FOR ARBITRATION UNDER THIS AGREEMENT.

- I. CONTINUATION. THIS ARBITRATION PROVISION SHALL SURVIVE THE TERMINATION OF YOUR SERVICE(S) WITH PTC AND/OR PTD, OR ANY AGREEMENT YOU MAY HAVE WITH EITHER.

- 16. CHOICE OF LAW.** This Agreement is and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

- 17. SEVERABILITY.** Each provision of this Agreement applies to the fullest extent permitted by applicable law. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

By signing below, I acknowledge that I have read and agree to the terms and conditions contained within this Agreement and understand I am legally bound by it.

Account Holder Signature _____ SSN or Driver’s ID _____

Print name _____ Date _____

Service Address _____

Billing Address _____

Equipment Manufacturer, type and serial number _____