

SEBASTIAN SERVICES AGREEMENT

I, the Subscriber named on the accompanying Service Order (“I,” “me,” or “my”), agree that the Service Order, this Agreement, and any applicable Tariff(s) collectively set forth the terms and conditions governing my receipt and use of any and all Services from Sebastian. Services rendered through regulated tariffs will be governed by those tariffs and supersede any provisions of this agreement. Provisions within this agreement will only apply to the extent they address a non-tariffed service, or to the extent a tariffed service is bundled and additional requirements may be applicable to the bundle of services. All capitalized terms used in this Agreement are defined in Section 15 of this Agreement. This Agreement shall be effective as of the date of the Service Order.

In consideration of Sebastian’s provision of the Services that I, the Subscriber, have requested, subject to applicable federal and California law, I agree as follows:

1. GENERAL INFORMATION REGARDING THIS AGREEMENT AND BUNDLED SERVICES

(a) **Entire Agreement.** This Agreement may be amended by Sebastian as set forth below, and together with the Sebastian Internet Acceptable Use Policy, Website Privacy Policy, Subscriber Privacy Notice which are incorporated herein by reference, the Service Order, and any applicable state or federal Tariff(s) constitute the entire agreement between me and Sebastian regarding my receipt and use of Services, and supersedes all prior written or oral agreements between me and Sebastian regarding such Services. I am not entitled to rely on any oral or written statements by Sebastian’s representatives relating to the subjects covered by these documents, whether made before or after the date of the Service Order (other than changes made pursuant to Sections 1(b) and 1(c) of this Agreement), and Sebastian will have no liability to me except in respect of its obligations as described in this Agreement and the other documents referred to above. The use of my Services by any person other than me is also subject to the terms of this Agreement, the Service Order and any applicable Tariff(s).

(b) **Changes to this Agreement and My Obligation to Regularly Review Changes Posted Online.** Sebastian has the right to add to, modify, or delete any term of this Agreement. Further, I acknowledge and understand that applicable Tariff(s) may change at any time. An online version of this Agreement, as so changed from time to time, will be posted at <http://www.sebastiancorp.com> or another online location designated by Sebastian by written notice to me, or can be obtained by calling the Sebastian office number indicated on my monthly bill. I acknowledge that it is my responsibility to regularly review the terms and conditions posted online.

(c) **Notice of Changes.** Sebastian shall provide me with written notice of any significant change(s) to this Agreement by mail or by electronic transmission to the e-mail account set forth on the Service Order. I shall be responsible for actively maintaining said e-mail account for purposes of receiving and reviewing such notices, and am obligated to notify Sebastian of any changes (such as a change in my e-mail address or the closing of my e-mail account) that prevent me from receiving and/or reviewing such notices. If for any reason I am unable to receive and review notices by e-mail, I shall immediately notify Sebastian and request that Sebastian provide all future notices by mail. . Any changes set forth in a notice provided by Sebastian will become effective as of the date specified in such notice. Upon the effectiveness of any change to this Agreement, my continued use of the Services will constitute my consent to such change and my agreement to be bound by the amended terms of this Agreement. If I do not agree to any such change, I will immediately stop using the Services and notify Sebastian that I am terminating my Services.

(d) **My Acceptance of Services Constitutes Acceptance of this Agreement.** My acceptance of any of the Services constitutes my acceptance of the terms and conditions contained of this Agreement, as amended from time to time. In the event that any portion of my Services is terminated, or any aspect of my Services is changed, any remaining Service or replacement service will continue to be governed by this Agreement. If I object or do not agree to any change to or modification of this Agreement, I will immediately notify Sebastian of such changes by calling the Sebastian office number indicated on my monthly bill and cancelling my Services.

(e) **Bundled Services.** I acknowledge that, as described in the Service Order, Sebastian provides certain Services only when such Services are combined with others as Bundled Services. I understand that the cancellation of any Service under this Agreement, therefore, may result in or require the cancellation of one or more other Services. Additionally, I understand that certain promotional or discounted charges for Services are only available when such Services are subscribed to as Bundled Services. I further understand that the cancellation of any one or more of the Bundled Services, will cause me to lose the benefit of any discounted or promotional charges offered in connection with the Bundled Services, and that, beginning on the date of cancellation, I will be charged the regular charge set forth on then current Price List as of the date of such cancellation for any Service(s) not cancelled. The early termination of any Bundled Service or other promotional Service or Services may also result in the additional charges or fees described in Section 2(a), below.

2. PAYMENT AND CHARGES

Payment. I agree to pay Sebastian for (i) all Services provided to me under this Agreement, (ii) installation and applicable service charges, (iii) Sebastian Equipment and Software, and (iv) all applicable local, state and federal taxes, fees, and surcharges. I acknowledge that charges for the Services have been provided to me. Other charges are set forth on the Price List that I have either received, or may request at any time. I will be billed monthly in advance for recurring monthly charges. Other charges will be billed in the next practicable monthly billing cycle following use, or as

otherwise specified in the Price List. I ACKNOWLEDGE THAT SEBASTIAN MAY CHANGE THE TYPES AND AMOUNTS OF THE FEES AND CHARGES (E.G., PERIODIC, TIME-BASED, OR USE-BASED, AND THE AMOUNTS THEREOF) FOR ANY OF THE SERVICES FROM TIME TO TIME PURSUANT TO SECTIONS 1(b) and 1(c) OF THIS AGREEMENT. If I participate in a promotional offer that requires a minimum time commitment and I terminate early, I agree that I am responsible for any early termination fees that were described to me at the commencement of such promotion, including, but not limited to, my immediate payment of any installation fees originally waived by Sebastian at the time of installation. For High-Speed Internet service in the Kerman or Foresthill exchange, early termination fees are calculated as follows: A maximum \$300 charge applies if Subscriber terminates or disconnects service prior to the end of their minimum term. The charge will be prorated by multiplying the number of months remaining in Subscriber's commitment by \$12.50 for a 24-month term, or \$25.00 for a 12-month term. For High-Speed Internet service in West Fresno, Tranquillity or San Joaquin, early termination fees are calculated as follows: If a Subscriber terminates or disconnects service prior to the end of their minimum term they are responsible for paying the monthly installation charge multiplied by the number of months remaining in the Subscriber's commitment. If the Subscriber does not have a monthly installation charge, they will pay a maximum of \$300, prorated by multiplying the number of months remaining in Subscriber's commitment by \$12.50 for a 24-month term.

(a) **Description of Charges.** Charges for installation services and related equipment available from Sebastian for standard Services installation may be described in the Price List and any applicable Tariff(s) and can be provided on request. Non-standard installations may result in additional charges as described in the Price List. I agree to pay charges for repair service calls resulting from any misuse of the Sebastian Equipment by me, my guests, other members of my household, and any other third parties, and for failures in equipment other than Sebastian Equipment.

(b) **Collection Fees.** If my account is past due and the Company sends a collector to the Premises, the then current field collection fee may be charged as set forth on the then current Price List. I will also be responsible for all other expenses (including reasonable attorneys' fees and costs) incurred by Sebastian in collecting any amounts due under this Agreement and not timely paid by me.

(c) **Late Fees.** All charges are payable on the due date specified, or as otherwise indicated on my bill. I agree that late charges may be assessed if my account is past due. My failure to deliver payment by the due date is a breach of this Agreement. The current late fees are on the Price List or can be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. Sebastian reserves the right to change the late fees from time to time.

(d) **Termination for Failure to Pay.** I agree that if I fail to timely pay Sebastian for any of my Services, Sebastian may terminate any of my Services or accounts in accordance with applicable law. If I have a credit on my account or a deposit is being held on any account with Sebastian, I agree that the credit or deposit may be used to offset amounts past due on any of my accounts that I may have with Sebastian without notice to me. To reconnect any terminated Services, I may be required to pay, in addition to payment of all outstanding balances on all accounts with Sebastian, a reconnect charge or other charges (where applicable) and/or security deposits before reconnection.

(e) **Credit Report.** Sebastian may verify my credit standing with credit reporting agencies and require a deposit based on my credit standing or other applicable criteria. Sebastian may require a security deposit, or a bank or credit card or account debit authorization from me as a condition of providing or continuing to provide Services. If Sebastian requires a security deposit, the funds will be kept in a non-interest bearing account for 12 months from the date of service activation. If Subscriber's account remains in good standing during that period, the deposit will be refunded after the 12th month. If one or more Services are temporarily or permanently disconnected for non-payment, the deposit will be retained for another 12 months from the time of disconnection. Subscriber agrees that Sebastian may deduct amounts from Subscriber's security deposit, bill any bank or credit card submitted by me, or utilize any other means of payment available to Sebastian, for any past due amounts payable by Subscriber to Sebastian, including in respect of damaged or unreturned Equipment.

(f) **Automatic Billing.** If I have elected to be billed by credit card, debit card or ACH transfer, I agree that I will automatically be billed each month for any amounts due under this Agreement. I understand that I am not bound to make pay bills electronically and may elect at any time to make payments by check. If I make payment by check, I authorize Sebastian and its agents to collect such amounts electronically.

(g) **Blocked Payments.** Sebastian may charge fees for all returned checks and account debits, bank card or credit card chargebacks. The current return/chargeback fees are as listed on the Price List or can be provided on request. Sebastian reserves the right to change return/chargeback fees from time to time.

(h) **Responsibility for Use of Services.** All use of my Services, whether or not authorized by me, will be deemed my use and I will be responsible in all respects for all such use, including for payment of all charges attributable to my account (e.g., for VOD programs, merchandise ordered via Internet, long distance charges, etc.). Sebastian is entitled to assume that any communications made through my Services or from the location at which I receive the Services are my communications or have been authorized by me, and I authorize Sebastian to provide any Services to the person making such communications. My Services may contain or make available information, content, merchandise, products and Services provided by third parties and for which there may be charges payable to third parties (which may include both entities affiliated and entities not affiliated with Sebastian). I agree that all such charges incurred by me or attributed to my account will be my sole and exclusive responsibility and agree to pay the same when due, and shall indemnify and hold harmless the Sebastian Parties for all liability for such charges. I agree that

Sebastian is not responsible or liable for the quality of any content, merchandise, products or Services (or the price(s) thereof) made available to me via the Services, for the representations or warranties made by the seller or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item.

(i) **Governmental Fees, Taxes and Surcharges.** I acknowledge that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services Sebastian provides and, consequently, uncertainty about what fees, taxes and surcharges are due from Sebastian and/or its customers. Accordingly, I agree that Sebastian has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to me. I further agree to waive any claims I may have regarding Sebastian's collection or remittance of such fees, taxes and surcharges. I further understand that I may obtain a list of the fees, taxes and surcharges that Sebastian currently collects or passes through by writing to Sebastian at the following address and requesting same: Sebastian, 811 S. Madera Avenue, Kerman, CA 93630, Attention: Regulatory Department.

(j) **Billing Errors.** I agree that it is my responsibility to report Sebastian billing errors within 30 days from receipt of the bill so that service levels and all payments can be verified. If not reported within 30 days, the errors are waived.

(k) **No Obligation to Match Subsequent Offers.** I agree that Sebastian has no obligation to notify me of, or change my rate to reflect, promotional, special, or any other offers it may make to other customers that contain different prices for Services (or packages of Services) that are the same as, or similar to, the Services and prices I receive.

3. INSTALLATION AND EQUIPMENT AND SOFTWARE

(a) **Access to the Premises.** I authorize each of the Sebastian Parties to enter the Premises as necessary or convenient to install, maintain, inspect, repair or remove the Sebastian Equipment and/or Software. If I am not the owner of the Premises, I warrant that I have obtained the consent of the owner of the Premises to grant such authorization, and upon your request I will provide you with the owner's name and address, evidence that I am authorized to grant access to the Premises on the owner's behalf, or (if needed) written consent from the owner of the Premises. I agree to indemnify and hold the Sebastian Parties harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees). I agree to provide Sebastian and its authorized agents access to the Premises during regular business hours upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, alter or disconnect or remove the Sebastian Equipment, to install Software, to conduct service theft audits, or to check for signal leakage. I agree that Sebastian may have reasonable access to easements and Sebastian Equipment located on my grounds.

(b) **Property of Sebastian.** The Sebastian Equipment and Software is and at all times shall remain the sole and exclusive personal property of Sebastian, and I agree that I do not become an owner of any Sebastian Equipment or Software by virtue of making the payments required under this Agreement or the Tariff(s) or the attachment of any portion of the Sebastian Equipment or Software to the Premises or otherwise. Upon termination of any Services, subject to any applicable laws or regulations, Sebastian may, but shall not be obligated to, retrieve any associated Sebastian Equipment or Software not returned by me as required under Section 3(c) below.

(c) **No Right to Possession.** If any of my Services are terminated, I agree that I have no right to possess or use the Sebastian Equipment or Software related to such terminated Services. As required under Section 10(b), I agree that I must arrange for the return of Sebastian Equipment and Software to Sebastian, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Services. If I do not promptly return the Sebastian Equipment or schedule with Sebastian for its disconnection and removal, Sebastian may enter any premises where the Sebastian Equipment may be located for the purpose of disconnecting and retrieving the Sebastian Equipment. I will pay any expense incurred by Sebastian in any retrieval of the unreturned Sebastian Equipment. Sebastian may charge me a continuing monthly fee until any outstanding Sebastian Equipment is returned, collected by Sebastian or fully paid for by me in accordance with Section 3(g). The current fee is listed in the list of charges on the Price List or can be provided on request.

(d) **Liquidated Damages.** I agree to pay Sebastian liquidated damages in the amount demanded by Sebastian, but not to exceed that specified in the then-current Price List, for the replacement cost of the Sebastian Equipment without any deduction for depreciation, wear and tear or physical condition of such Sebastian Equipment and Software if (i) I tamper with, or permit others to tamper with, Sebastian Equipment, (ii) the Sebastian Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such destruction, loss, or theft, or (iii) the Sebastian Equipment is damaged (excluding equipment malfunction through no fault of mine, or any of my guests, members of my household, or other third parties) while in my possession, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such damage. I agree that these liquidated damages are reasonable in light of the existence of a "black market" for Sebastian Equipment and similar equipment; the ability of third parties to steal Services with unlawfully obtained Sebastian Equipment, causing loss of revenues for installation and service fees; and the difficulty in determining the actual damages that arise from the unauthorized tampering with, loss, destruction, or theft of Sebastian Equipment. I agree to return any damaged Sebastian Equipment to Sebastian. The liquidated damages provided for under this Section 3(d) are only with respect to damages relating to the replacement cost of Sebastian Equipment and Software and shall not limit Sebastian's rights or remedies with respect to any other damages, losses, costs, fees, liability, or expenses incurred by Sebastian in relation to my use of the Services under this Agreement.

(e) **Upgrades.** Sebastian shall have the right to upgrade, modify and enhance Sebastian Equipment and Software from time to time through "downloads" from Sebastian's network or otherwise. Without limiting the foregoing, Sebastian may, at any time, employ such means to limit or increase the Connection Speed available through individual modems whether or not provided by Sebastian.

4. USE OF SERVICES, SEBASTIAN EQUIPMENT AND SOFTWARE

(a) **Changes to Services.** I agree that Sebastian has the right to add to, modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements). I further agree that Sebastian has the right to add to, modify, or delete any aspect, feature or requirement of the Internet Service (including content, price and system requirements). If Sebastian changes its equipment requirements with respect to any Services, I acknowledge that I may not be able to receive such Services using my then-current equipment. Upon any such change, my continued use of Services will constitute my consent to such change and my agreement to continue to receive the relevant Services, as so changed, under this Agreement. If I participate in a promotional offer for any Service(s) that covers a specified period of time, I agree that I am assured only that I will be charged the promotional price for such Service(s) during the time specified and so long as I am not in breach of this Agreement or do not early terminate any of my Services. I agree that Sebastian shall have the right to add to, modify, or delete any aspect, feature or requirement of the relevant Service(s), other than the price I am charged for such Service(s), during such promotional period.

(b) **No Commercial Use.** I agree that the Services I have requested are residential Services, offered only for reasonable personal, non-commercial use. I will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or charge others to use the Services, or any portion thereof. Among other things:

(i) If I receive Phone Service, I agree not to use the Services for telemarketing, call center, medical transcription or facsimile broadcasting Services or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to make available my Phone Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Service Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose.

(ii) If I receive Internet Service, I agree not to use the Internet Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the Internet Service) or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of any form of transmitter or wide area network that enables persons or entities outside the location identified in the Service Order to use my Services, whether or not a fee is sought, will constitute an enterprise purpose. Furthermore, if I use a wireless network within the Premises, I will limit wireless access to the Internet Service (by establishing and using a secure password or similar means) to the members of my household.

(c) **Location.** The location and address associated with my Services will be the address identified on the Service Order. I acknowledge that I am not permitted to move Sebastian Equipment from the location and address in which it has been installed

(d) **Theft or Destruction.** Theft or willful damage, alteration, or destruction of Sebastian Equipment or Software, or unauthorized reception, theft or diversion of Services, or assisting such theft, diversion, or unauthorized reception is a breach of this Agreement and potentially punishable under law (including by way of statutory damages, fine and/or imprisonment). Nothing in this Agreement, including, Section 3(d) of this Agreement, shall prevent Sebastian from enforcing any rights it has with respect to theft of, or unauthorized tampering with any Services or Sebastian Equipment or Software under applicable law.

(e) **Limited Use.** I will not, nor will I allow others to, open, alter, misuse, tamper with or remove the Sebastian Equipment or Sebastian Software as and where installed by Sebastian or use it contrary to this Agreement. I will not, nor will I allow others to, remove any markings or labels from the Sebastian Equipment indicating Sebastian ownership or serial or identity numbers. I will safeguard the Sebastian Equipment from loss or damage of any kind, including accidents, breakage or house fire, and will not permit anyone other than an authorized representative of Sebastian to perform any work on the Sebastian Equipment. By installing, or permitting to be installed, and using the Services, I agree to abide by the terms and conditions of all applicable end-user software licenses. I will not modify the Software in any way, or change or delete any copyrights, trademarks, service marks, and logos on the Services. In addition, I will not reverse assemble, reverse compile, or reverse engineer the Software.

(f) **Lawful Purposes.** I agree that I will use the Services for lawful purposes only, and in accordance with this Agreement, and the Tariff(s).

(g) **Confidentiality.** I agree to be responsible for protecting the confidentiality of my screen names, passwords, personal identification numbers (PINs), parental control passwords or codes, and any other security measures made available, that I use or that are recommended or required by Sebastian. To the extent this information is acquired by any other person (through no fault of Sebastian), Sebastian may assume that I have authorized such person's use of the information. I also acknowledge that Sebastian's Services may from time to time include interactive features, the use of which may result in the transmission to, and use by, Sebastian or certain third parties of information that may constitute personally identifiable information (as such term is used in the Federal Communications Act of 1934) about me and for which Sebastian may be

required, under the Federal Communications Act of 1934, to obtain my consent. I agree that Sebastian may seek such consents (or indications of my election to "opt in" to certain Sebastian programs) electronically, including through the use of a "click through" screen, and that Sebastian is entitled to assume that any such consent or opt-in election communicated through my Services or from the location at which I receive the Services is my consent or opt-in election or has been authorized by me.

(h) **Transmitted Information.** I agree that Sebastian has no liability for the completeness, accuracy or truth of the programs or information it transmits.

(i) **Data Storage.** I agree that any online or physical data storage services provided to me by Sebastian are used at my sole risk and that Sebastian will have no liability in the event my data is corrupted or lost as a result of or while using such services. I agree that when I return Sebastian Equipment to Sebastian, I am responsible for ensuring that all of my data is removed from such Sebastian Equipment and acknowledge that Sebastian has no responsibility for any such data that I do not remove.

(j) **Emergency Services.** I agree that Sebastian will not be responsible for any losses or damages arising as a result of the unavailability of any of the Services, including the inability to reach 911 or other emergency Services, or the inability to contact my home security system or remote medical monitoring service provider. I acknowledge that Sebastian does not guarantee that the Services will operate with my home security and/or medical monitoring systems, and that I must contact my home security or medical monitoring provider in order to test my system's operation with the Phone Service. I agree that I am responsible for the cost of any such testing or any fees for configuring my home security or medical monitoring system to work with the Services. Further, I acknowledge that, in the event of a power outage in my home, any battery system installed in connection with my Services may enable back-up Service, including Phone Service, for a limited period of time or not at all, depending on the circumstances, and that the installation of the battery system does not ensure that my Services will be available in all circumstances. I also acknowledge that system devices such as a home security system, medical alert, and door bell or residential gate answering service that are set up to automatically dial the local police, fire departments, or the Premises, or other similar automatic reporting systems using telephones lines may not be compatible with my Services. In such cases, Sebastian may charge additional installation fees.

(k) **Multiple Users.** I acknowledge that I am agreeing to the provisions of this Agreement on behalf of anyone who uses the Services on the Premises or through my computer. I have the sole responsibility for ensuring that anyone who uses the Services through on the Premises or through my computer understands and complies with the terms and conditions of this Agreement. I further acknowledge and agree that I am solely responsible and liable for any violations of the terms and conditions of this Agreement, whether by me or by any other user of the Services on the Premises or through my computer.

5. PHONE LISTINGS

I agree that in the event of a material error or omission affecting my directory listing information, regardless of form or fault by Sebastian, including the erroneous inclusion in published directory listings of any information that I intend not to have published, my sole remedy shall be a service credit in an amount set by Sebastian's then-current standard policies or an amount prescribed by applicable regulatory requirements, whichever is greater. Sebastian shall have no other liability for errors, omissions or mistaken inclusions in directory listings.

6. SPECIAL PROVISIONS REGARDING INTERNET SERVICE

(a) **Acceptable Use Policy.** I acknowledge review of the Acceptable Use Policy for Internet Services available at www.sebastiancorp.com/, the terms of which are incorporated herein by reference.

(b) **Speed of Service.** I acknowledge that the actual Connection Speed of my Internet Service may vary and depends on a number of factors, such as the location of the Premises, the amount of traffic on the Internet, the ability of my computer to process data, environmental factors, and other factors beyond the control of Sebastian. I further acknowledge that no minimum level of Connection Speed is guaranteed by Sebastian.

(c) **Unfiltered Internet Access.** I acknowledge that Sebastian provides a connection to the Internet that is unfiltered, and that the Sebastian Parties neither control nor assume responsibility for any content on the Internet or content that is posted by a subscriber. I further acknowledge that Sebastian does not currently make available parental control features relating to the Internet Services, and that I am solely responsible for the Internet content to which the members of my household are exposed.

(d) **Use of Internet Service.** I agree that Sebastian has the right, but not the obligation, to edit, refuse to post or transmit, request removal of, or remove or block any material transmitted through, submitted to or posted through or on the Internet Service, if it determines in its discretion that the material violates the terms of this Agreement, any Sebastian consumption limits or any other Terms of Use. Such material might include personal home pages and links to other sites. In addition, I agree that, under such circumstances, Sebastian may suspend my account, take other action to prevent me from utilizing certain account privileges (e.g., home pages) or cancel my account without prior notification. I also agree that Sebastian may suspend or cancel my account for using all or part of the Internet Service in a manner that violates this Agreement or the Terms of Use.

(e) **Computer Requirements.** I agree that each Computer will need to meet certain minimum hardware and software requirements that will be specified for the Internet Service, and that such requirements may be changed from time to time by Sebastian.

(f)(f)

Notices and Procedure for Making Claims of Copyright Infringement. Sebastian has adopted an Acceptable Use Policy in accordance with law that provides for the suspension and/or termination of Internet service to users who are found to have infringed on the rights of Sebastian or of third parties, or otherwise violated intellectual property laws or regulations. Sebastian's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated (e.g. copied, posted, stored, or transmitted) and you want Sebastian to delete or edit the material in question, you must provide Sebastian with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed, and information reasonably sufficient to permit Sebastian to locate the material; (d) information reasonably sufficient to permit Sebastian to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be e-mailed to us at copyright@sebastiancorp.com or sent to us at Sebastian, 811 S. Madera Avenue, Kerman, CA 93630, Attention: David Clark, Regulatory Manager.

7. SUPPORT, SERVICE AND REPAIRS

(a) **Service and Maintenance Calls.** My Services include the right to request reasonable service and maintenance calls to check and correct problems with the Services. Sebastian will, at its own expense, repair damage to or, at Sebastian's option, replace Sebastian Equipment, and otherwise attempt to correct interruptions of the Services, due to reasonable Sebastian Equipment wear and tear, or technical malfunction of the system or network operated by Sebastian. The Subscriber Materials contain details on contacting Sebastian for this support.

(b) **Responsibility for Installed Equipment and Software.** Unless I have obtained a Inside Wire Maintenance Plan (if available to me), I agree that I am responsible for all wiring, equipment and related software installed in the Premises that is not Sebastian Equipment or Sebastian-licensed Software and Sebastian will have no obligation to install, connect, support, maintain, repair or replace any Computer, television, telephone or telephone answering device, audiovisual recording or playback device (e.g., VCR, DVR, DVD), audio equipment, any software, or any modem, cabling or other equipment (other than Sebastian Equipment or Sebastian-licensed Software).

(c) **Non-Sebastian Equipment and Software.** I agree that Sebastian has no responsibility for the operation of any equipment, software or service other than the Services, the Sebastian Equipment and Software. If I receive Internet Service, Sebastian has no responsibility to support, maintain or repair any equipment, software or service (including without limitation any network interface card) that I elect to use in connection with the Internet Service. For assistance with technical problems arising from such equipment, software or Services, I should refer to the Subscriber Materials for information.

(d) **Additional Service Charges.** If Sebastian determines that non-Sebastian equipment or software connecting the Premises to Sebastian Equipment or Software installed on the side of or adjacent to the Premises (i.e., at a ground block) is the cause of a service problem, I agree that Sebastian may charge me to resolve such service problem at my sole cost and expense. If available from Sebastian, I may subscribe to a Sebastian service protection plan that covers service related calls within the Premises. If any other support Services are available from Sebastian, such Services will be at additional charges as described in Sebastian's Price List.

8. SERVICE INTERRUPTIONS; FORCE MAJEURE

(a) **Delays and Interruptions.** I agree that Sebastian has no liability for delays in or interruption to my Services except that, if for reasons within Sebastian's reasonable control, for more than twenty-four (24) consecutive hours, (i) service on all television channels is interrupted, or (ii) there is a complete failure of the Internet Service, Sebastian will give me a prorated credit for the period of such interruption or failure if I request one within 30 days of the interruption or failure. Notwithstanding the above, Sebastian will issue credits for VOD, pay-per-view and pay-per-play events for service problems where a credit request is made within 30 days of the interruption or failure. In no event shall Sebastian be required to credit me an amount in excess of applicable service fees. Sebastian will make any such credit on the next practicable bill for my Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of my Services. In such event, the relevant law or regulation will control.

(b) **Maintenance.** I acknowledge that Sebastian may conduct maintenance from time to time that may result in interruptions of my Services.

(c) **Force Majeure.** The Sebastian Parties shall have no liability, except as set forth in Section 8(a), for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.

(d) **Credits.** Sebastian is only obligated to provide the credits for loss of Services referred to in this Section 8, if Sebastian is billing me for the relevant Service at the time of the outage. If a third party is billing me, I will look solely to such third party for a credit with respect to that Service.

9. REVIEW AND ENFORCEMENT

(a) **Suspension or Termination of Services.** Sebastian may suspend or terminate all or a portion of my Services without prior notification if Sebastian determines in its discretion that I have violated this Agreement, any of the Terms of Use or any Tariff(s), even if the violation was a single occurrence. If all or a portion of my Services are suspended for more than 24 hours, I will not be charged for the relevant Services during the suspension. If my account is terminated, I will be refunded any pre-paid fees minus any amounts due Sebastian.

(b) **Review of Content.** If I receive Internet Service, I acknowledge that Sebastian has the right, but not the obligation, to review content on public areas of the Internet Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and the Terms of Use.

(c) **Necessary Action.** I agree that Sebastian shall have the right to take any action that Sebastian deems appropriate to protect the Services, Sebastian's facilities or Sebastian Equipment.

10. TERMINATION OF SERVICE

(a) **Termination At Will.** Either Sebastian or I, each in our sole discretion, may terminate all or any portion of my Services at any time for any or no reason, in its sole discretion, in accordance with applicable law. I understand early termination of certain Services may result in additional or increased charges or fees as described in Section 1(e) or 2(a) of this Agreement.

(b) **Notice of Termination Required.** If I am moving or wish to terminate all or any portion of my Services for any reason, I will notify Sebastian by phone or by mail to schedule an appointment to disconnect my Services and provide Sebastian with access the Premises to disconnect the relevant Services and recover the Sebastian Equipment specified on the Service Order on a date prior to the last date of my occupancy of the Premises. This also applies if I am receiving a period of free or discounted Services. In other words, at the end of the free or discounted period, Sebastian is entitled to begin billing me for the usual charges associated with the relevant Services unless I take the appropriate steps to terminate the Services as described in this paragraph.

(c) **No Legal Effect.** I cannot terminate my Services by writing "Canceled" (or any other messages, instructions or statements) on my bill or check, or by making a disconnect appointment that does not result in Sebastian's physical recovery of the Sebastian Equipment. In addition, I agree that any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by Sebastian shall have no legal effect.

(d) **Third Party Rights.** I acknowledge that notice given by me to Sebastian of termination of any Services may not be sufficient to terminate billing by any third party for additional or continuing Services, for example continuing long distance phone or other Services. I agree that I am solely responsible for contacting any such third party in addition to Sebastian to ensure that all such Services are terminated in accordance with the third party's terms of service, if applicable.

11. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

(a) I AGREE THAT THE SERVICES ARE PROVIDED BY SEBASTIAN ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. SEBASTIAN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE, OR THAT THE SEBASTIAN EQUIPMENT WILL OPERATE AS INTENDED. IN PARTICULAR, I AGREE THAT MY USE OF THE INTERNET SERVICE (INCLUDING THE CONTENT, INFORMATION, SERVICES, EQUIPMENT AND SOFTWARE, THE PURCHASE OF MERCHANDISE AND SERVICES, THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO ME AND THE DOWNLOADING OF COMPUTER FILES) IS AT MY SOLE RISK AND THAT SEBASTIAN DOES NOT WARRANT THAT THE PHONE SERVICE, INTERNET SERVICE, OR EQUIPMENT PROVIDED BY SEBASTIAN WILL PERFORM AT A PARTICULAR SPEED, QUALITY, RESOLUTION OR BANDWIDTH. I FURTHER AGREE THAT SEBASTIAN IS NOT RESPONSIBLE FOR THE RECORDING OF OR FAILURE TO RECORD ANY PROGRAM OR PORTION THEREOF, OR FOR THE CONTENT OF ANY PROGRAM OR CONTENT OF MY INTERNET. WITHOUT LIMITING THE FOREGOING:

(i) ANY AND ALL PRODUCTS AND SERVICES PROVIDED BY SEBASTIAN AND/OR ANY OTHER SERVICE PROVIDER AND/OR OTHER THIRD PARTY TO ME THAT ARE NOT PART OF THE SERVICES AS DEFINED HEREIN ARE OUTSIDE THE SCOPE OF THIS AGREEMENT AND THE SEBASTIAN PARTIES HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH PRODUCTS OR SERVICES; AND

(ii) NONE OF THE SEBASTIAN PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF MY COMMUNICATIONS VIA SEBASTIAN'S FACILITIES OR THE SERVICES (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE SERVICES, OR OUTSIDE THE SERVICE TO OR THROUGH THE INTERNET), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR MY EQUIPMENT OR COMMUNICATIONS. I AGREE THAT NONE OF THE SEBASTIAN PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. I HAVE THE SOLE RESPONSIBILITY TO SECURE MY EQUIPMENT AND COMMUNICATIONS.

(b) I ACKNOWLEDGE THAT SEBASTIAN'S OR MY INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES, SEBASTIAN EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO MY COMPUTER(S), TELEPHONES AND TELEPHONE ANSWERING DEVICES, TELEVISIONS, RECORDING AND PLAYBACK DEVICES, AUDIO EQUIPMENT, OR ANY PHONE LINES OR OTHER EQUIPMENT OR HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. I SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE SEBASTIAN PARTIES, OR THEIR VENDORS, LICENSEES OR PROGRAMMERS, SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA OR FILES.

(c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 8(a) AND 9(a), RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY SEBASTIAN PARTY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES ACCESSED THEREBY) OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING THE USE OF OR INABILITY TO USE EMERGENCY 911 SERVICES; FOR ANY ERRORS, OMISSIONS, MISTAKEN INCLUSIONS OR PUBLICATION OF ANY DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM; FOR ANY ACTION TAKEN BY SEBASTIAN TO PROTECT THE SERVICES; OR THE BREACH BY SEBASTIAN OF ANY WARRANTY.

(d) I AGREE THAT THE PROVISIONS OF THIS SECTION 11 SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICES, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE SEBASTIAN PARTIES.

12. PRIVACY

(a) **General.** My privacy interests, including my ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Communications Act of 1934, as amended, the Electronic Communications Privacy Act, and the California Consumer Privacy Act of 2018. Personal information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Policy delivered to me and the Website Privacy Policy available on the Sebastian Website. I acknowledge receipt of the Subscriber Privacy Policy and Website Privacy Policy, which are hereby incorporated into and deemed to form a part of this Agreement, and expressly consent to the collection, use and disclosure of personal and other information as described in the Subscriber Privacy Policy and Website Privacy Notice, as it may be amended from time to time.

(b) **Notice of Collection of Personal Information.** We do not sell your personal information to third parties. However, in order to provide business services to you, we collect certain personal information about you. For more information about the categories and specific pieces of personal information that are being collected, please visit the Subscriber Privacy Policy and Website Privacy Policy, both of which are available on our website. You may also request this information by contacting us at each corresponding office found in section (e).

(c) **Protection of Sebastian's Interests.** I agree that, in addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Sebastian has the right (except where prohibited by law notwithstanding my consent), but not the obligation, to disclose any information to protect its respective rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. I consent to such actions or disclosures.

(d) **Phone Service Disclosures.** If I am a Phone Service subscriber, until I provide notice to Sebastian otherwise, I consent to Sebastian's disclosure of my name, address and/or telephone number to the general public in connection with Caller ID functions, telephone directories and 411 services. If I wish to have Sebastian remove this information from one or more of these Services, I understand that I may direct Sebastian to do so, subject to any applicable fees. I also consent to Sebastian's disclosure of my name, address and/or telephone number in response to 911 and similar public safety requests and to the telephone companies serving those end users to whom I make calls so that the calls can be completed.

(e) **Rights Under the California Consumer Privacy Act.** Nothing in this agreement should be construed to interfere with the legitimate exercise of my rights under the California Consumer Privacy Act ("CCPA"). I understand that, under the CCPA I have the following rights: (1) the right to know the categories and specific pieces of personal information that are being collected about me; (2) the right to delete personal information gathered about me

that is not subject to one of the exceptions in the CCPA; (3) the right to instruct us not to sell my personal information and to request us to instruct all third parties who received this information to stop selling my information; and (4) the right to not be discriminated against for exercising any of my rights under the CCPA. To exercise your rights under, or for more information on, the CCPA, please contact us at either one of the following locations:

Kerman

Address: 811 South Madera Avenue Kerman, CA 93630

Toll-free number: 559-846-9311

E-mail: CustomerServiceKerman@sebastiancorp.com

Foresthill

Address: 23990 Foresthill Road Foresthill, CA 95631

Toll-free number: 530-367-2222

E-mail: CustomerServiceForesthill@sebastiancorp.com

Additionally, more information regarding your rights can be found in our Sebastian Privacy Policy.

13. CONSENT TO PHONE AND EMAIL CONTACT

(a) **Contact by Phone.** I consent to Sebastian calling the phone numbers I supply to it for any purpose, including the marketing of its current and future Services. I agree that these phone calls may be made using any method, including an automatic dialing system or an artificial or recorded voice. Upon my request, the phone numbers I have previously provided will be removed from Sebastian's phone marketing list. I can make this request by calling or writing Sebastian and asking to be placed on Sebastian's Do Not Call List.

(b) **Government "Do Not Call" Registries Insufficient.** I acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove me from Sebastian's phone marketing list.

(c) **Contact by Email.** I consent to Sebastian emailing me, at any email address, including that of a wireless or mobile device, that I provide to Sebastian (or that Sebastian issues to me in connection with the Service), for any purpose, including the marketing of Sebastian's current and future Services. If my wireless or mobile provider charges me for receipt of such messages, I acknowledge and agree that I am responsible for paying such charges. I may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing my local Sebastian office.

14. ARBITRATION, INJUNCTIVE RELIEF, CLASS ACTIONS, AND VENUE

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF AND CLASS ACTION LAWSUITS, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED, AND THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF. THE VENUE FOR ANY ACTION SEEKING INJUNCTIVE RELIEF, OR ANY CLASS ACTION LAWSUIT SHALL BE THE COUNTY OF FRESNO, STATE OF CALIFORNIA, IF IN INSTITUTED IN STATE COURT, OR THE EASTERN DISTRICT OF CALIFORNIA (FRESNO), IF IN INSTITUTED IN FEDERAL COURT. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR, EXCEPT THAT THE ARBITRABILITY OF ANY DISPUTE PURPORTING TO CONSTITUTE A CLASS ACTION SHALL BE DETERMINED BY A COURT OF COMPETENT JURISDICTION AND VENUE, AS REQUIRED BY THIS SECTION 14. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

15. DEFINITIONS

(a) "Agreement" means this Residential Services Agreement, as amended from time to time, including all Price Lists and Subscriber Privacy Notices, as such lists and notices are amended from time to time.

(b) "Bundled Services" refers to the multiple Services set forth on the Service Order that I have subscribed to under this Agreement, and that may be offered together as a promotion at discounted prices, and/or on other terms and conditions, including the condition that Sebastian shall only provide certain of the Services in conjunction with certain other Services as described in Section 1(e) of this Agreement.

(c) "Computer" means the personal computer(s) located on the Premises that will be used to access the Internet Services specified on the Service Order, if any.

(d) "Connection Speed" refers to the throughput rate or the amount of data that can be transferred between my location and the Sebastian facilities serving my location over a given period of time. Connection Speeds described in Sebastian materials, including marketing materials, Price Lists and Terms of Use refer to Maximum Connection Speeds.

(e) "Including" or "include" shall mean inclusion, without limitation.

(f) "Inside Wire Maintenance Plan" means [description to be provided by client].

(g) "Internet Service" means access to the internet, and its content, features and functions, provided by Sebastian through DSL broadband, dial-up, fiber to the Premises (FTTP), wireless, or any other any other means.

(h) "Me," "My," and "I" mean the account holder identified on the Service Order who is authorized by Sebastian to access and use the Services.

(i) "Phone Service" means the Sebastian phone service that provides users with the ability to send and receive local and/or long distance calls and to access additional related features and functions through Sebastian phone lines and systems.

(j) "Premises" means the premises located at the street address set forth on the Service Order.

(k) "Price List" means the separate list of prices and charges, including without limitation, monthly and installation fees for Services and Equipment, as well as late fees, early-termination fees, cancelled check charges and charge backs, and other fees, penalties, and charges, as such fees, charges, and penalties are established by Sebastian from time to time.

(l) "Sebastian" means Sebastian or the Sebastian affiliate providing the Services, or any similar operator to whom Sebastian assigns this Agreement.

(m) "Sebastian Equipment" means any equipment provided by Sebastian to me including, but not limited to, phone lines, conduit, splitters, junction boxes, decoders, terminals, modems, remote control units, and any other equipment or materials provided to me by Sebastian for use in connection with the receipt of Services. Sebastian Equipment does not include any network interface card installed in my Computer.

(n) "Sebastian Parties" means Sebastian and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents

(o) "Service Order" means the Sebastian service order provided to me on or after January 1, 2009 in connection with the installation or commencement of my Service(s).

(p) "Services" means any and all Services provided to me by Sebastian, which may include Video Service, Internet Service, Phone Service, and equipment based Services such as digital video recorder Services.

(q) "Software" means the computer software, if any, licensed by Sebastian or any of the Sebastian Parties to me to access the Internet Service. Software also refers to any executable code that may be included in, downloaded to, or utilized by, any Sebastian Equipment.

(r) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by Sebastian regarding use of the Services.

(s) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 12(a), as it may be amended from time to time by Sebastian.

(t) "Tariff(s)" means the materials describing the terms upon which Sebastian offers Phone Service, which have been filed at the California Public Utilities Commission, and the FCC.

16. INDEMNIFICATION

I agree to defend, indemnify and hold harmless the Sebastian Parties from and against any and all claims and expenses, including costs of court and reasonable attorneys' fees, arising out of or related in any way to my use of the Services, Sebastian Equipment or Software, or otherwise arising out of the use of my account or any equipment or facilities in connection therewith, or my use of any other Sebastian products or Services.

17. TERM

This Agreement, as amended from time to time in the manner described in these Terms of Use, and will remain in effect until terminated by either party or superseded by a subsequent agreement for services entered into by and between Sebastian and I.

18. INTERPRETATION; SEVERABILITY

Except as explicitly stated in Section 14, in the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.

19. CONSENT TO ELECTRONIC NOTICE

I agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by Sebastian by such means as Sebastian shall determine in its discretion. Without limiting the foregoing, I agree that Sebastian may provide any notices required or contemplated hereunder or by applicable law, including notice of changes to this Agreement, the Tariff(s) or the Privacy Notice, by electronic means (for example, email or online posting). An online version of this Agreement, the Subscriber Privacy Notice and any applicable Tariff(s), as so changed from time to time, will be accessible at <http://www.sebastiancorp.com> or another online location designated by Sebastian, or can be obtained by calling my local Sebastian office.

20. WAIVER

I agree that failure by Sebastian to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

21. ASSIGNMENT

I understand that my Services are being provided only to the Premises and that I am not allowed to transfer all or any portion of the Services, or Sebastian's Equipment, to any other person, entity or location, including a new residence. I agree that I may not assign or transfer this Agreement. Sebastian may transfer or assign any portion or all of this Agreement at any time without notice to me, and I waive any such notice which may be required.

22. EFFECT OF APPLICABLE LAW

This Agreement, the Service Order, and/or the Subscriber Privacy Policy are subject to all applicable federal, state or local laws and regulations in effect in the jurisdiction(s) in which I receive my Services. If any provision of this Agreement, the Service Order, and/or the Subscriber Privacy Policy contravene or are in conflict with any such law or regulation, or if I am entitled to more favorable rights under any such law or regulation than are set forth in any provision in this Agreement, the Service Order, and/or the Subscriber Privacy Policy, then the terms of such law or regulation, or the rights to which I am entitled under such law or regulation, shall take priority over the relevant provision of this Agreement, the Service Order, and/or the Subscriber Privacy Policy. If the relevant law or regulation applies to some but not all of my Service(s), then such law or regulation will take priority over the relevant provision of this Agreement, the Service Order, and/or the Subscriber Privacy Policy only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by me or Sebastian of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

23. PARENTAL CONTROL OPTIONS

I acknowledge that I have been advised that Sebastian DOES NOT PROVIDE ANY PARENTAL CONTROL DEVICES, FILTERING SERVICES OR OTHER MEANS OF BLOCKING OF INTERNET CONTENT AND THAT I AM SOLELY RESPONSIBLE FOR CONTROLLING AND MONITORING ACCESS TO INTERNET CONTENT BY INDIVIDUALS IN MY PREMISES.

24. CONFLICTING TERMS

In the event of a conflict between the terms and conditions of this Agreement and those of the Service Order, this Agreement shall control. However, in the event of a conflict in the terms and conditions of this Agreement, and any applicable Tariff(s), the applicable Tariff(s) shall control.