

## **Arostream General Terms and Conditions of Service**

As the Subscriber ("Subscriber", "You" or "Your"), You agree to be bound by these General Terms and Conditions of Service ("Terms of Service") with respect to all residential services described below (the "Services") as provided by Arostream.

### **1. Introduction.**

a. Acceptance. Subscriber accepts these Terms of Service by doing any of the following: (i) written or electronic signature; (ii) informing Arostream electronically or orally of such acceptance; (iii) activating a Service, Equipment or Device; (iv) breaking the seal on any package or box containing any Equipment or Device; or (v) use of or payment for, in whole or in part, the Service, Equipment or Device. This is a binding legal document and will be updated as deemed necessary.

b. Use of Services. Subscriber agrees that the Services will be used only for Subscriber's personal, residential, non-commercial purposes, unless otherwise specifically authorized by Arostream in writing. You are prohibited from reselling or permitting another to resell the Services in whole or in part, or using or permitting another to use the Services, directly or indirectly, for any unlawful purpose or in violation of applicable law. Subscriber agrees and acknowledges that these Terms of Service apply to all persons who use the Services and that You shall have sole responsibility for ensuring that all other users of the Services fully understand and fully comply with the Terms of Service.

c. Amendments; Notices. To the fullest extent permitted under applicable law, Arostream may, in its sole discretion, modify any aspect of the Services or these Terms of Service.

### **2. Charges and Billing.**

a. Payment. Arostream will provide You with a monthly Billing Statement showing all amounts due for the Services provided. Subscriber agrees to pay all charges associated with the Services. If partial payment is made of any bill and without waiving its right to collect the full balance owed, Arostream will apply that payment to any outstanding charges in the amounts and proportions that it determines.

b. Disputed Charges/Late Payments: To the extent permitted under applicable law, if You disagree with a charge on Your Billing Statement, You must contact Arostream at **414-454-9079** no later than sixty (60) days after the due date on Your monthly Billing Statement or You waive any such dispute. Failure to pay charges by the due date on the Billing Statement (including checks returned for insufficient funds) may result in suspension or disconnection of all Services, the removal of all Equipment and/or imposition of a late payment or service charge. Should Subscriber wish to resume Service after any suspension, Subscriber may be subject to reconnection fees. Should Subscriber wish to resume Service after termination of Service, Arostream may charge fees for installation, service calls and/or activation and reserves the right to charge rates different from those in place at the time of disconnection. These fees are in addition to all past due charges and other fees. In the event collection activities are required, additional collection charges may be imposed.

c. No Credit. Arostream is not extending Subscriber any credit and therefore Arostream and Subscriber are not entering into a consumer credit or similar transaction.

### **3. Electronic Payment Terms.**

a. Auto Pay Enrollment. You may elect to pay the balance of Your monthly Billing Statement on a recurring basis by enrolling in the Auto Pay Service (collectively, the Electronic Payment Services).

b. Auto Pay Authorization: By enrolling in the Auto Pay Service, Subscriber authorizes Arostream to electronically charge/debit Your designated Payment Method each month to pay the balance due on Your account on the due date shown on Your monthly billing statement. Arostream will continue to charge/debit Your Payment Method each month unless You cancel Your authorization at least three (3) business days before the next scheduled payment date.

c. By using the Electronic Payment Services, You: (i) represent that You are a legally-authorized user of the Payment Method and (ii) authorize Arostream to store Your Payment Method for future use. Subscriber is responsible for ensuring that the Payment Method information is current and accurate at all times. Subscriber must notify Arostream of any change in the Payment Method at least three (3) business days before the scheduled due date shown on Your monthly billing statement for the month in which You want to make the change. If the change is made after this time, the change will not take effect until the following

billing cycle for Your monthly billing statement. In the meantime, Subscriber will remain responsible for taking appropriate actions to ensure that Your monthly Billing Statements are paid when due.

d. **Notice of Payment Due.** Arostream will notify You prior to the payment due date. The amount shown as due on the monthly billing statement will constitute notice of any variance in amount paid in the previous month. The balance shown as due on Your statement view will be deducted on or around the payment due date.

**4. Disruption of Service.** All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Arostream be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Arostream's reasonable control. To the extent permitted under applicable law, Arostream, in its sole discretion, may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Services.

**5. Equipment.** Arostream will repair and/or replace damaged or defective Equipment, if any, as long as such damage or defect was not caused by misuse or other improper operations or handling by Subscriber as determined by Arostream. Arostream shall have no obligation to fulfill any such repair or replacement. Arostream is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to connected devices, mobile devices, home telephones, computers, modems, televisions, routers, video streaming devices. Arostream may impose a service charge upon the dispatch of a technician if, in the sole determination and discretion of Arostream, there is damage to Equipment due to improper or negligent use or abuse, or if no fault is discovered in Arostream's system or Equipment. Arostream makes no warranties with respect to Equipment or Service provided by Arostream or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

ALL EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, AND CONVEYED DEVICES ARE PROVIDED "AS IS", UNLESS OTHERWISE PROHIBITED OR RESTRICTED UNDER APPLICABLE LAW, AND AROSTREAM HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, AROSTREAM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, OR CONVEYED DEVICES. AROSTREAM HEREBY DISCLAIMS ANY AND ALL CLAIMS ARISING FROM OR ASSOCIATED WITH THE FAILURE, OPERABILITY, PERFORMANCE, DEFECTS OR LOSS, LIABILITY OR DAMAGES ARISING FROM USE OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, ANY OF WHICH SHALL REMAIN MATTERS EXCLUSIVELY BETWEEN THE SUBSCRIBER AND THE MANUFACTURER OF SUCH DEVICES.

Arostream's sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by Subscriber's use or deployment of Equipment or Wiring shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

**6. Subscriber Property.** Arostream assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber Purchased Devices, Conveyed Devices, or Subscriber-provided equipment/software. Subscriber is responsible for the repair and maintenance of Subscriber Purchased Devices, Conveyed Devices, and any other Subscriber-provided equipment/software. Arostream is not responsible or liable for any loss or impairment of Arostream's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber Purchased Devices, Conveyed Devices, or Subscriber-provided equipment/software.

Notwithstanding anything to the contrary, Subscriber agrees to allow Arostream and our agents the right to: (a) install hardware in, (b) send software downloads to, and (c) install, access configure, maintain, inspect, or upgrade Subscriber Purchased Devices, Conveyed Devices, or any other Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give Arostream access to it.

**7. Taxes/Fees.** Subscriber agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment, Wiring, Subscriber Purchased Devices, Conveyed Devices, or installation or service charges incurred with respect to the same (including franchise fees).

**8. Care of Arostream Property and Service.** Subscriber agrees that neither Subscriber nor any other person (except Arostream's authorized personnel) will: (a) open, tamper with, service, modify or make any alterations to the Equipment or Wiring; nor (b) remove or relocate any Equipment or Wiring from the service address of initial installation. Any alteration, modification, tampering, removal, or use of Equipment or Wiring which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of Service and is strictly prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, Arostream shall relocate the Equipment for Subscriber within Subscriber's home at a time mutually agreed upon by Arostream and Subscriber. Subscriber may incur a charge for such relocation and should consult a current Arostream schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of Arostream's service area, Subscriber shall notify Arostream and these Terms of Service shall be terminated.

**9. Access to Subscriber Premises.** Subscriber authorizes Arostream and its employees, agents, contractors, and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment or Wiring and, upon the termination of Service, to remove the Equipment from the premises. Arostream's failure to remove its Equipment shall not be deemed abandonment thereof. If the installation and maintenance of Service are requested at premises that, in Arostream's sole discretion, are or may become hazardous or dangerous to our employees, the public or property, Arostream may refuse to install and maintain such Service.

**10. Acknowledgments.** Acknowledgments and Consent Regarding Recording of Communications and Contact Rights are hereby made and shall apply, as follows:

a. **Recording of Communications.** Subscriber acknowledges and agrees that all communications between Subscriber and Arostream may be recorded or monitored by Arostream for quality assurance or other purposes subject to applicable law.

b. **Consent to Phone Calls and other Means of Communication.** Subscriber agrees that Arostream (or persons acting on Arostream's behalf) may use an automated dialing system and/or prerecorded voice to call, text or e-mail any landline or wireless phone number or e-mail address that Subscriber provides to Arostream for any non-promotional account, informational, or Service-related purpose such as, without limitation, collections and billing, appointment scheduling or confirmations, service alerts, security or network issues, or fraud violations.

c. **Other Notices.** Subscriber authorizes Arostream to provide other notices using any method Arostream determines appropriate, including by electronic means (for example, email or online posting).

d. **Other Consents.** Arostream may ask You to provide other consents or authorizations, including by electronic means, email or Your equipment (for instance, using Your remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in" to a consumer study), and Arostream is entitled to assume that any consent or authorization Arostream receives through the Services or from Your location has been authorized by you.

e. **Email Address for Notice.** Upon Arostream's request, Subscriber will provide Arostream with a current email address that Subscriber regularly checks so that Arostream may provide notices and communications to Subscriber at that address. Arostream's right to contact Subscriber as described in this Section survives the termination of these Terms of Service.

**11. Secure Connection Requirements.** Without abrogating or otherwise limiting Subscriber's separate obligations to secure Subscriber's account and equipment under these Terms of Service, Arostream shall have the right to implement reasonable measures necessary to track, manage, protect and/or ensure the security of its network facilities, the video, phone, and/or Internet signals Arostream transmits or receives, and the connection between any device or application used by Subscriber, members of Subscriber's household, Subscriber's guests, or any third parties and Arostream's Equipment, system, or other network

facilities (whether by physical, WiFi, wireless, software, or other means of connection), including without limitation authentication, access security, or other processes and means.

Without limiting any other rights Arostream may have under these Terms of Service, Arostream shall have the right to suspend, freeze, or otherwise cease or discontinue Service or network access in the event and to the extent necessary to address any network or security concern that may arise with regard to activity on or through, conditions arising from or caused by the use, availability of, or access enabled at or through Subscriber's Service, Service location, equipment, or account.

**12. Assignment or Transfer.** These Terms of Service and the Services and/or Equipment supplied by Arostream are not assignable or otherwise transferable by Subscriber, without specific written authorization from Arostream.

**13. Termination and Expiration.**

a. Termination by Subscriber: Unless otherwise terminated, these Terms of Service shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change in accordance with these Terms of Service and to the extent permitted under applicable law. To terminate any recurring Service, Subscribers must call 414-454-9079, and in any event, any such Subscriber-requested termination shall not be effective before the date Arostream receives such request.

Prior to effecting such termination or any other change to the account we will verify and authenticate Your identity, confirm that You are authorized to request such changes, and confirm Your election of such changes.

b. Termination for Bankruptcy: Arostream shall have the right to terminate these Terms of Service immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.

c. Termination for Breach: In the event of any breach of these Terms of Service by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of Arostream, the failure of Subscriber to provide and maintain accurate contact or registration information, or any fraud, misrepresentation or illegal activity by the Subscriber using any Service, these Terms of Service may, at Arostream's sole discretion and option, be terminated and the Equipment removed. Failure of Arostream to remove such Equipment shall not be deemed abandonment thereof, or a waiver of any rights thereto. Subscriber shall pay reasonable collection and/or attorney's fees to Arostream in the event that Arostream shall, in its sole discretion, find it necessary to enforce collection or to preserve and protect its rights under these Terms of Service. Arostream may terminate these Terms of Service or Arostream may reject an application or block access to or use of any component of any Service for any reason, including, but not limited to, if:

- i. Subscriber violates these Terms of Service as solely determined by Arostream;
- ii. The information required in the application process is or becomes incorrect, absent or incomplete;
- iii. Subscriber threatened or harassed any Arostream employee, agent, contractor or representative (e.g., by abusive language, physical threats, etc.);
- iv. Subscriber's Payment Method fails to compensate Arostream; or
- v. The amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of Arostream.
- vi. Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), Arostream shall have no liability to Subscriber.

d. Obligations Upon Termination: Subscriber agrees that upon termination of these Terms of Service:

- i. Subscriber will pay Arostream in full for Services and Equipment through the end of the then-current monthly subscription service period.
- ii. Subscriber will promptly return all Equipment to Arostream in its good condition, as issued. In the event that Subscriber fails to return any Equipment in good condition within ten (10) days of termination, Subscriber shall be liable to Arostream in accordance with Arostream's then-current schedule of charges for non-returned Equipment.

e. Renewal after Cancellation or Termination: Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are then-effective at the time of such renewal.

**14. Arostream's Right to Pursue Remedies and Subscriber's Indemnification Obligations**. If Subscriber breaches these Terms of Service, Arostream has the right to seek compensation or damages from Subscriber for such breach through either arbitration or court proceedings, as determined by Arostream in its sole discretion. Additionally, if any person or entity brings a claim against Arostream that arises out of Subscriber's relationship with Arostream, the Services provided to Subscriber, these Terms of Service, or Subscriber's breach thereof or failure to comply therewith, Subscriber will hold harmless, indemnify, defend (at Arostream's exclusive election), and release Arostream from and against any and all liability and reimburse Arostream for any losses that Arostream may incur, including, without limitation, reasonable attorneys' fees and costs, resulting from such claim. Subscriber's responsibilities under this Section cover any dispute, whether arising under contract, tort (for example, a negligence or product liability claim), violation of law or regulation or any other legal theory.

**15. Content and Services**. All Services are subject to change in accordance with applicable law and these Terms of Service.

**16. Rates**. All rates are subject to change to the extent permitted under applicable law and these Terms of Service.

**17. Late Fee**. If Subscriber's account is past due, and payment has not been received by the due date on the Billing Statement, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at Arostream's then-current rate. If Subscriber's account thereafter remains unpaid, Subscriber's Services may be suspended or disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill by the due date on the Billing Statement. Any late fees assessed are not considered interest credit service charges, finance charges or penalties.

**18. Disclaimer**. Arostream assumes no liability for any program, services, content, or information distributed on or through the Services and Arostream expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, Arostream shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

**19. Arostream's Reservation of Rights**. Arostream reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, Arostream will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and Arostream will provide any prior notice of suspension or termination that is required by law.

**20. Indemnification**. Subscriber agrees to defend, indemnify, and hold Arostream, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, "Arostream Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses (including without limitation reasonable attorney or witness fees), loss, damages to, or destruction of personal, real, or intellectual property, bodily injury or death of any person, and other liabilities arising from:

- a. The installation, operation, provision, or other use of Arostream Services and/or Equipment;
- b. Any violation of Arostream's Terms of Service, Acceptable Use Policy, or other published policies or requirements;
- c. The negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law by (i) Subscriber, (ii) members of Subscriber's household, or (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- d. Libel or slander resulting from any use of the Services by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- e. Infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using

the Services provided to Subscriber, including that effected through combination of Subscriber's use of the respective Service(s) with facilities, equipment, or services provided or used by Subscriber or obtained from third parties;

f. unauthorized, unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and

g. The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the Arostream Indemnitees. Subscriber agrees that Arostream Indemnitees are not liable for any damages or liability resulting from the loss of Services nor will Subscriber make any claims or undertake any actions against Arostream Indemnitees for loss of Service. Subscriber shall be solely responsible for any damage to or loss of Arostream Equipment unless such damage or loss is caused solely by the negligence or willful misconduct of Arostream Indemnitees.

## **21. Limitation of Liability.**

a. Application. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY TO ANY ACTS, OMISSIONS AND NEGLIGENCE OF AROSTREAM AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS, AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES).

b. One Year Limitation Period. EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, ANY CLAIM YOU MAY HAVE AGAINST AROSTREAM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ARISES. IF SUBSCRIBER DOES NOT BRING A CLAIM WITHIN THIS PERIOD, SUBSCRIBER IS BARRED FROM BRINGING SUCH CLAIM, AND AROSTREAM WILL HAVE NO LIABILITY WITH RESPECT TO SUCH CLAIM.

c. Damages. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL AROSTREAM BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD PARTY SERVICE PROVIDERS OR ANY MANUFACTURER OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, AGENTS OR SUBCONTRACTORS OF AROSTREAM, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AROSTREAM'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY AROSTREAM OF ANY OBLIGATION AROSTREAM MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY AROSTREAM. IN NO EVENT SHALL AROSTREAM'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THESE TERMS OF SERVICE EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD. IN JURISDICTIONS THAT DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, AROSTREAM'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST AROSTREAM THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE TERMS OF SERVICE.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS OF SERVICE.

**22. Privacy Policy.** Arostream will provide Subscriber with a copy of its Privacy Policy at the time Arostream provides Service to Subscriber, and annually afterwards, or as otherwise required by law. Subscriber can view the most current version of our Privacy Policy by going to [arostream.com/business-privacy-policy](http://arostream.com/business-privacy-policy). Subscriber assumes sole responsibility for all privacy, security and other risks associated with providing

personally identifiable information to third parties via the Service. To the extent that Arostream is expressly required to do so by applicable law, Arostream will provide notice to Subscriber of a breach of the security of certain personally identifiable information about Subscriber. Subscriber agrees that Arostream may collect and disclose information concerning Subscriber and Subscriber's use of Service in the manner and for the purposes set forth herein and in Arostream's Privacy Policy. In order to protect the privacy of Subscriber's account information, Arostream may require that Subscriber use a security code or other method, in addition to the username and password, to confirm Subscriber's identity when requesting or otherwise accessing account information or making changes to Subscriber's Service through Arostream's customer service representatives. Subscriber may also choose to designate an authorized user of Subscriber's account (an "Authorized User"), who will be able to access or modify Subscriber's account information and update and/or make Service changes. Once established, an Authorized User will be required to authenticate his/her identity in the same manner according to Arostream's policies.

a. You agree to immediately notify us of any actual or suspected unauthorized use or theft of Your username(s), password(s), account(s), or personal information, or any other breach of security related to Your username, password, account, or personal information, or Arostream in general. If someone else acquires or uses this information through no fault of ours, we may assume that You have authorized that person's use of the information. In any event, Arostream will not be liable for any loss or damages due to any unauthorized use or misuse of username(s), password(s), account(s), or personal information, or any breach of security related thereto, unless directly caused or committed by Arostream, LLC. Further, Arostream, LLC shall not be liable for any loss or damages resulting from identity theft or other misappropriation of Your username, password, account, or personal information, unless directly caused or committed by Arostream, LLC.

b. AROSTREAM, LLC MAKES NO GUARANTIES, PROMISES, OR WARRANTIES AND HEREBY DISCLAIMS ANY AND ALL GUARANTEES, PROMISES, OR WARRANTIES, WITH RESPECT TO AROSTREAM, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND, AND NON-INFRINGEMENT, WILL NOT BE RESPONSIBLE FOR ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COST, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF AROSTREAM TO CONFORM TO ANY WARRANTY. IN THE EVENT OF ANY CLAIMS BY YOU OR ANY THIRD PARTY RELATING TO AROSTREAM, OR TO YOUR POSSESSION OR USE OF AROSTREAM SERVICES, YOU AGREE THAT NEITHER AROSTREAM, LLC NOR YOUR DEVICE MANUFACTURER SHALL HAVE ANY RESPONSIBILITY FOR THE INVESTIGATION, DEFENSE, SETTLEMENT, AND DISCHARGE OF SUCH CLAIMS, INCLUDING (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT AROSTREAM FAILS TO CONFORM TO ANY APPLICABLE LAW OR REGULATORY REQUIREMENT OR RULE; (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION; AND (IV) ANY INTELLECTUAL PROPERTY CLAIMS.

**23. Force Majeure.** Arostream shall not be liable for any failure of performance or equipment of any kind (including Arostream Equipment) due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; loss of electrical power; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Arostream, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

**24. Survival of Terms.** In addition to the terms that are specifically noted in these Terms of Service as surviving termination of these Terms of Service, all representations, warranties, indemnifications, and limitations of liability shall survive these Terms of Service. Arostream's right to contact Subscriber shall also survive these Terms of Service unless Subscriber opts out in the manner described in these Terms of Service. All other obligations of Subscriber and Arostream under these Terms of Service also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.

**25. Entire Agreement.** These Terms of Service (including the Terms of Service incorporated herein by reference) constitute the entire agreement between the Subscriber and Arostream. No undertaking,

representation or warranty made by an agent or representative of Arostream in connection with the sale, installation, maintenance or removal of Arostream's Services or Equipment shall be binding on Arostream except as expressly included herein. Terms of Service. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement are held to be excessively broad or invalid, illegal, or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law in conformance with its original intent.

**26. Governing Law; Choice of Venue.** This Agreement and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to "conflicts of laws" principles. Subscriber agrees and consents that the venue for any dispute or legal proceeding regarding this Agreement shall be Waukesha County, Wisconsin.

**27. Waiver.** Neither the course of conduct between the parties nor trade practice shall act to modify any provision of the Terms of Service.