

ALLO Smart Home Monthly Subscription Bundle Terms: Updated September 6, 2019

1. Purchase Terms and Support.

- a) The ALLO Smart Home Subscription Bundles (“Smart Home Bundle”) require ALLO Fiber Internet service.
- b) The Smart Home Bundles are being offered to ALLO’s Nebraska residential fiber customers. ALLO agrees to install Smart Home devices and provide assistance in the integration of the devices to smart phones and home hub controllers. Smart Home devices and pricing is described in more detail at <https://allocommunications.com/smart-home-support>. ALLO reserves the right to change the terms or prices of the Smart Home subscriptions at any time. ALLO will attempt to provide advance notice to customers regarding any changes at least five (5) business days in advance of the change taking effect.
- c) The Smart Home Bundles are excluded from the ALLO Thirty (30) day Money-Back Guarantee. You will be billed for your Smart Home Bundle, plus any applicable taxes, on a monthly basis. These charges will be added to your next ALLO Fiber service(s) bill. Please refer to the ALLO subscriber Agreement for Residential Services for more information on your ALLO Fiber service(s). Local municipal codes may apply. You are responsible for registering your monitored alarm system with your city and/or county according to local municipal codes.
- d) If you have ALLO service at more than one address, you will need to purchase a separate Smart Home Bundle for each address you would like covered.
- e) The Smart Home device manufacturers may separately offer additional support features for purchase including professional monitoring, cellular backup, and video recording and sharing. If you utilize any additional features offered by the manufacturer, you agree to be bound by their respective terms and conditions. You will be responsible for any additional charges resulting from the purchase of such service(s).
- f) You acknowledge that certain Smart Home equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact the Smart Home Bundle may have on third party warranties is acceptable to you.

2. Cancelling or Changing your Smart Home Bundle.

- a) Your Smart Home Bundle will continue until it is terminated either by you or ALLO. Your Smart Home Bundle may be cancelled by ALLO at any time due to any of the following circumstances:
 - i. Failure to maintain ALLO Fiber Internet service;
 - ii. Failure to comply with these terms;
 - iii. Failure to provide a safe work environment or conditions as determined by the servicing ALLO technician;
 - iv. Nonpayment;

v. Making material misrepresentations to ALLO;

b) You may cancel your Smart Home Bundle at any time; however, depending on when you cancel, a termination fee may be applied as follows:

Monthly	<u>Yr 1 Termination</u>	<u>Yr 2 Termination</u>
\$30	\$540	\$360
\$50	\$900	\$600
\$75	\$1,350	\$900
\$100	\$1,800	\$1,200

3. You can upgrade your Smart Home Bundle at any time. When upgrading your Smart Home Bundle, charges for your current Smart Home Bundle will be prorated for the remaining time in your current billing cycle.

3. Installation and Support.

- a) The Smart Home Bundle may include:
 - i. Installation and ongoing support of various Smart Home hardware devices, as well as the software utilized to control them from smart phones and home controllers.
 - ii. Configuration and troubleshooting;
 - iii. Resolution of software, Smart Home operating systems, and networking issues;
 - iv. Repair or Replacement.
- b) ALLO will repair and/or replace Smart Home Bundle devices provided to you, at no charge to you, unless such repair or replacement was a result of your or a third party's misuse, negligence, fault, or theft. Any repair charges related to your or a third party's misuse of any Smart Home Bundle device will be your responsibility to pay. You agree not to allow any Smart Home Bundle device to be serviced by non-ALLO personnel, agents, or representatives.
- c) ALLO will replace any equipment that becomes obsolete, at no charge to you. Obsolete is defined as no longer sold or supported by the manufacturer and no longer working with the applications required to make the Smart Home Bundle functional.
- d) Your replacement Smart Home Bundle device may be new or refurbished. ALLO will make best efforts to ensure the replacement device is of the same make, model, and color.

4. Limitations of Support.

- a) In some instances, a particular Smart Home Bundle device may not be compatible with your home infrastructure or layout. ALLO will do its best to provide a satisfactory product as a substitute. If all best efforts are exhausted, a cancellation or downgrade of

the Smart Home Bundle may be required. We may also not be able to diagnose or resolve a problem because of complications with your device or its configuration. Smart Home Bundle support is offered as a "best efforts" service and without warranty. You understand and agree that any technical or hardware problem may be the result of software or hardware errors not yet resolved by the Smart Home device manufacturer, and that ALLO may not have the ability to obtain the information necessary to resolve a specific problem. In addition, we may not be able to provide support services if you refuse any updates required by your device.

- b) Support of the Smart Home Bundle does not include all software, hardware or Internet related products, applications or features and ALLO reserves the right to defer support issues to the Smart Home Bundle device manufacturer.
- c) Support of the Smart Home Bundle is for incident-specific troubleshooting and problem resolution, and excludes:
 - i. Computer programming;
 - ii. Software development;
 - iii. Problems or issues arising out of any impermissible or unauthorized use or modification of a product;
 - iv. Upgrades of firmware, operating systems;
- d) Use of the Smart Home Bundle does not constitute a license to use the software, applications or equipment being supported. You are responsible for obtaining any necessary licenses to use your software and applications.

5. Your Responsibilities.

- a) You are responsible for completing any back-up of data, software, information, or other files stored on your smart phone device that may be impacted by the installation of a Smart Home Bundle device.
- b) ALLO is not responsible for the loss, corruption, or alteration of data, software, or files that may result from the installation or support of the Smart Home Bundle devices. The Smart Home Bundle is only available to you and those residing at your location and may not be transferred to any third party.
- c) You agree to cooperate with and follow instructions provided by ALLO and acknowledge that such cooperation by you is essential to our delivery of the Smart Home Bundle to you.
- d) You hereby grant ALLO permission to view, access, and modify your smart home device settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform any installation or support services of the Smart Home Bundle devices.
- e) You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs on your smart phone device, and for ensuring that any information or data disclosed to ALLO is not confidential or proprietary to you or any third party.

6. LIMITATION OF LIABILITY.

EXCEPT AS PROVIDED IN THESE TERMS, NEITHER WE NOR OUR EMPLOYEES, AGENTS, OR AFFILIATES WILL BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED DIRECTLY OR INDIRECTLY ON YOUR RELATIONSHIP WITH US OR OUR PROVISION OF THE SMART HOME BUNDLE, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM INSTALLATION, USE, MODIFICATION, REPAIR, OR REMOVAL OF A SMART HOME BUNDLE DEVICE. THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.

7. DISCLAIMER OF WARRANTIES.

THE SMART HOME BUNDLE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED. YOUR SUBSCRIPTION TO THE SMART HOME BUNDLE IS DONE AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.