

WHIDBEY TELECOM WIREGUARD RESIDENTIAL INTERIOR WIRING PROTECTION PLAN TERMS and CONDITIONS

IMPORTANT NOTE: Please Read These Terms and Conditions. As a customer ("Customer") of Whidbey Telecom, you have indicated your agreement to these Terms and Conditions by your ordering the WireGuard Residential Interior Wiring Protection Plan ("Plan") and your payment of the relevant charges that Whidbey Telecom bills to you for the Plan. These Terms and Conditions govern the provision of the Plan and become effective as of the date the Customer subscribes to the Plan.

CHANGES TO TERMS & CONDITIONS

Whidbey Telecom reserves the right, from time to time, with or without notice, to change the Plan Terms and Conditions in its sole and absolute discretion. The most current version of the Plan Terms and Conditions can be accessed at www.whidbeytel.com and will supersede all previous versions. Use of the Plan will constitute acceptance of the most current version of these Terms and Conditions.

INTRODUCTION

Whidbey Telecom offers the WireGuard Residential Interior Wiring Protection Plan only to its residential service customers. As a residential customer, you are not required to subscribe to the Plan to receive telephone service but doing so helps to protect you against unforeseen repair bills. The term "Inside Wire", "Inside Wiring", or "Wiring" when used in these Terms and Conditions and unless otherwise specified, shall include inside telephone wire and jacks. All customers are responsible for maintaining and repairing all Inside Wire, telephone jacks and customer owned equipment (e.g., phones, faxes, modems, etc.). Inside Wire is that wire on your side of the Network Interface Device ("NID"). The NID is a box that is located either on the outside of or inside your residential premises. Standard Inside Wiring is wiring that meets and has been installed in accordance with the specifications outlined in the National Electrical Code and the Electronic Industry Association standards. When you experience trouble with your home's Inside Wiring, you have several choices in having the necessary repairs completed. You can perform the repairs yourself, you can have the repairs completed by a third party, such as an electrician, or you can request Whidbey Telecom to complete the repairs. If you rent or lease your residence, including a single family dwelling or a multi-unit dwelling such as an apartment building or condominium, or are a roommate or rent a room in a cooperative dwelling such as a dormitory, nursing home or other group living facility, you should determine whether you or your landlord/manager are responsible for repairs to your telephone Inside Wire prior to subscribing to the service.

If you call us, and you do not subscribe to the Plan, Whidbey Telecom will bill you its customary charges for the time spent and materials used to fix the problem. If you subscribe to the Plan, and we find that the problem is the type of problem covered by the Plan, we will complete the repair as specified under these Terms and Conditions.

PLAN DESCRIPTION

A residential customer's subscription to the Plan is applicable to a single service location. The Plan covers existing interior Inside Wire actively used to provide Whidbey Telecom residential service(s). When the Customer contacts Whidbey Telecom to report a problem with the Inside Wiring covered by the Plan, Whidbey Telecom will perform standard diagnostics over the telephone as well as any necessary onsite repairs to the Customer's Standard Inside Wiring covered by the Plan (subject to any Plan Exclusions listed below) at no additional cost to the Customer. Whidbey Telecom reserves the right to determine the need to dispatch a repairman based on testing performed through its remote testing facilities/process. The Plan covers service calls dispatched and performed during Whidbey Telecom's normal business hours. At Whidbey Telecom's discretion, it will determine the manner in which repairs will be made, including the decision of color and specifications of materials to be used, such as wire, jacks and other replacement materials, needed to complete the repair. The Plan includes standard surface mounting of replacement wiring and jacks. Concealed wiring replacement requests will be subject to Whidbey Telecom's customary time and materials charges. To request service covered under the Plan the Customer should contact Whidbey Telecom's Repair Department by dialing 611 from a local telephone service line or (360) 321-6826 for south Whidbey and (360) 945-6860 for Point Roberts.

EFFECTIVE DATE OF COVERAGE

When the Plan is ordered at the same time as new telephone service, the Plan becomes effective the same date as the new telephone service installation. Otherwise, the Plan becomes effective immediately after Whidbey Telecom has authenticated the Customer and their request to subscribe to the Plan and upon Whidbey Telecom's having completed processing the Customer's order.

EXCLUSIONS

The Plan **does NOT cover** the following:

- Inside Wire that is not connected to and actively in use through the telephone network (i.e., that is not actively providing Whidbey Telecom residential service(s));
- Requests for repair that the Customer requests be scheduled outside normal Whidbey Telecom service hours;
- Troubleshooting and diagnostics of, and/or repairs to, customer-owned equipment, such as computers, laptops, tablets, fax machines, answering machines, modems, etc., or problems caused by customer-owned equipment;

- Inside Wire rendered defective due to negligence, willful damage, vandalism, or faulty customer equipment (e.g., telephones, fax machines, computers, modems, etc.);
- Repair of Inside Wiring damages caused directly or indirectly by physical damage to the Customer's residence/premises, fire, water or act of nature including but not limited to flood, earthquake, landslide, lightning, wind, acts of war, or other types of casualties;
- Repair of complex Inside Wire associated with or that terminates on a multi-line phone system, such as a Centrex or PBX system;
- Inside Wiring in a commercial facility, or that is actively providing Whidbey Telecom business service(s), or in a location that is not the Customer's residential dwelling;
- Wiring that does not comply with applicable building codes or accepted industry standards.
- Inside Wire that is not a permanent installation, such as Inside Wiring used to provide services to a recreational vehicle, boat, or moveable or temporary structure. This exclusion does not include fixed mobile homes.
- Repeated repairs required due to damage caused by animal infestation.
- Wiring and connections for security and alarm, monitoring or similar system' related equipment, e.g., wiring connected to cameras, sensors, detectors and other such monitoring apparatus;
- Jacks located outdoors except for waterproof jacks installed on the exterior of the Customer's premises;
- Customer owned power cords and devices or data cords, such as Ethernet and HDMI cables.
- Except for warranty work to correct defects in work completed under the Plan, the Plan does not cover work before or after the effective date of Customer's subscription to the Plan.

CUSTOMER'S RESPONSIBILITY

- If the repair work covered by the Plan requires cutting, patching, modifying, repairing, restoring, or replacing wiring conduit, finished walls, floors, ceilings, or other structure modifications, Customer is responsible for arranging to have such work completed by non-Whidbey Telecom personnel and at the Customer's expense.
- Customer or an adult authorized by Customer must be present at Customer's premises while all work covered by the Plan is performed.
- Customer is responsible for providing Whidbey Telecom personnel with a safe working environment at Customer's premises that is free from environmental and other hazards.
- After Whidbey Telecom completes the necessary repair, the Customer has the responsibility of reestablishing the connection and/or verification of proper functioning of any transmitting/receiving, dialing or answering equipment connected to Customer's Inside Wire. Such equipment may include but is not limited to automatic dialers, computers, networking modems and routers, fire and burglar alarms, monitoring devices, meters, sensors, answering devices and telephones.
- Customer is also responsible for any reprogramming of any telephone numbers or codes that have been extinguished as a result of Whidbey Telecom's actions in diagnosing, repairing, and/or testing of the Inside Wire or the central office network access line.

PLAN TERM, CHARGES, BILLING and PAYMENT PRACTICES

Plan Term: The Plan is provided to the Customer on a month-to-month basis, provided that the Customer shall subscribe to and be billed for the Plan no less than ninety (90) days. If Customer cancels their subscription to the Plan effective as of a date prior to end of the first ninety (90) days of subscription, the Customer shall be liable to Whidbey Telecom for payment of the monthly plan charge for a ninety (90) day period. If the Customer cancels its subscription to the Plan effective as of a date prior to the end of the first ninety (90) days of subscription and Whidbey Telecom has completed service repairs typically covered by the Plan prior to the Customer's cancellation, Whidbey Telecom will bill the Customer its customary charges for those completed service repairs.

Charges: By subscribing to the Plan, Customer agrees to pay Whidbey Telecom's current monthly charge(s) for the Plan, as well as all taxes and fees assessed against either the Customer or Whidbey Telecom on the charges, and all late payment, interest or other fees as stated on the Customer's monthly invoice from Whidbey Telecom. For current prices for any service described in these Terms and Conditions, taxes or other applicable fees, Customer must refer to their monthly invoice or contact Whidbey Telecom's Customer Experience Center at the telephone number listed on their monthly invoice.

Changes to Monthly Service Charge: Whidbey Telecom may change the monthly service charge for the Plan or add new fees and charges from time to time and will provide notice to the Customer at least thirty (30) days in advance of the effective date of any such change. At Whidbey Telecom's discretion, such notice will be provided by Whidbey Telecom to the Customer through a message on the Customer's Whidbey Telecom invoice or by some other written notice. Customer will be bound by the new monthly charge unless the Customer cancels their subscription to the Plan prior to the effective date of such change.

Billing and Payment Practices: The Plan charge will be billed monthly by Whidbey Telecom to the Customer. Customer shall pay Whidbey Telecom the applicable subscription charges for the Plan, and other charges incurred in connection with the Plan, including but not limited to taxes and late fees. All payments are payable in U.S. Dollars. The Plan's monthly charges applicable to a partial month will be pro-rated.

Whidbey Telecom invoices are rendered on or about the first of each calendar month. The monthly recurring Plan charge is billed in advance at the beginning of the Plan month. At the option of Whidbey Telecom, charges for the Plan may be included in invoices rendered to the Customer by Whidbey Telecom or another business comprising the Whidbey Telecom family of companies for services provided to the Customer. In such an event, the invoice, including charges for the Plan, shall be governed and shall be

payable in accordance with the terms and conditions, as amended from time to time, which govern charges for other services provided to the Customer by the business rendering the invoice.

Amounts billed are due and payable upon presentation of Whidbey Telecom's invoice thereof and delinquent if not paid in full within fifteen (15) days after the date of presentation or on or before the payment due date shown on the invoice, whichever shall be later ("Payment Due Date"). A late payment charge of one and one half percent (1 ½%) will be applied each month to all billed amounts that remain unpaid after the Payment Due Date. Whidbey Telecom may terminate the Customer's subscription to the Plan if an unpaid balance remains outstanding ten (10) days or more after the Payment Due Date. If the Plan subscription is terminated for non-payment, the reinstatement of a Customer's subscription will be at the sole discretion of Whidbey Telecom. A non-sufficient funds fee will be charged if a payment made by check, automatic bank account withdrawal (ACH), or credit card is dishonored. Payments shall be applied to outstanding amounts in any order determined in Whidbey Telecom's sole discretion or as may otherwise be required by law. The Customer shall pay Whidbey Telecom's reasonable costs for collection, including reasonable attorney's fees, it may incur in collecting any charges payable to it by the Customer.

SERVICE CANCELLATION

The Customer may cancel their subscription to the Plan at any time by contacting Whidbey Telecom's Customer Experience Center representatives. If the Customer cancels their subscription to the Plan within ninety (90) days of Whidbey Telecom's completing service repairs typically covered by the Plan, Whidbey Telecom will bill the Customer its customary charges for those completed service repairs. Whidbey Telecom may cancel the Customer's subscription to the Plan if the Customer fails to timely pay the charges for the Plan or if the Customer causes or permits repeated damage to occur to the Inside Wire covered by the Plan.

LIMITED WARRANTY

Whidbey Telecom's sole responsibility under the Plan is to use reasonable skill, procedures and equipment to locate and repair the trouble being caused by the Customer's Inside Wiring. Whidbey Telecom warrants services performed under the Plan against defects in materials and workmanship for the longer of the period during which the Customer subscribes to the Plan or for NINETY (90) DAYS from the date repair services were performed. If the repair proves to be defective, Whidbey Telecom, at its option, shall (1) repair the defect at no charge using new or refurbished replacement parts or (2) exchange any defective part with a part which is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. Any repair service performed pursuant to this limited warranty will be subject to the balance of the Plan's warranty.

This limited warranty does not apply to (a) damage caused by accident, abuse, or misapplication of customer's wiring covered by the Plan; (b) damage caused by service performed on Customer wiring covered by the Plan by anyone other than Whidbey Telecom or a warranty service provider authorized by Whidbey Telecom and; (c) Customer wiring which has been modified subsequent to Whidbey Telecom's performance of repair services.

THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. WHIDBEY TELECOM SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHIDBEY TELECOM IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, AND DAMAGE TO OR REPLACEMENT OF EQUIPMENT.

THIRD PARTY INDEMNIFICATION AND SUBROGATION

Customer shall indemnify, defend, and hold Whidbey Telecom and its affiliates, officers, agents, co-branders, licensors, partners and employees, harmless from and against all claims, suits, and losses, including but not limited to claims for property damage, personal injury or death, alleged to be caused by Whidbey Telecom or its employees or agents in its performance of the services covered by the Plan.

LIMITATION ON LAWSUITS; WAIVER OF JURY TRIAL

No lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred and Whidbey Telecom and Customer each waive any right to a jury trial in such proceeding.

GOVERNING LAW; VENUE OF ANY LEGAL PROCEEDINGS

This Agreement is governed by the laws of the state of Washington and Island County. Island County, Washington shall be the venue of any legal proceeding arising from or related to the Agreement.

ATTORNEYS' FEES

In the case of any dispute arising under or related to this Agreement which results in litigation or arbitration, the substantially prevailing party in such proceedings shall be entitled to recover its reasonable attorneys' fees and costs incurred in relation to the proceedings.