

**PCB Wireless Broadband Internet Access Agreement:
Internet Phone Service Addendum (Effective May 5th, 2008)**

THIS INTERNET PHONE SERVICE ADDENDUM (THE "AGREEMENT") IS BETWEEN YOU AND V V D FUNDING, LLC D/B/A PREMIUM CHOICE BROADBAND ("PCB"). PLEASE READ THIS AGREEMENT CAREFULLY, AS IT ADDS TO AND CONSTITUTES A PART OF THE PCB WIRELESS BROADBAND INTERNET ACCESS TERMS OF SERVICE TO WHICH YOU HAVE AGREED. PCB'S INTERNET PHONE SERVICE ("IPS") IS AN OPTIONAL SERVICE. BY USING IPS, YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE BE SURE TO READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS MANY IMPORTANT TERMS, INCLUDING:

- **WARNINGS THAT YOU MAY BE UNABLE TO USE IPS FOR 911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES;**
- **LIMITS AND DISCLAIMERS ON OUR LIABILITY; AND**
- **MINIMUM TERM OF SERVICE REQUIREMENTS.**

1. Use of IPS. This Agreement is available at <http://www.premiumchoicebroadband.com/Legal.html>. PCB may amend this Agreement or the IPS itself at any time and from time to time. Any changes to this Agreement will be posted at this location. We suggest that you review this page often so that you will be aware of any changes to this Agreement. Your continued use of the IPS services following any changes to this policy constitute your acceptance of any such changes. PCB reserves the right to change rates and charges at any time and from time to time, and any such changes will become effective once posted. If you do not wish to continue IPS after a reduction in features or functionality or an increase in price, you may terminate this Agreement by providing written notice to PCB within twenty (20) days of the effective date of the modification, and you will not be charged any IPS Termination Fee (as defined below).

2. Term of IPS; Cancellation; Early Termination Fees. By using the IPS, you agree to maintain IPS for the minimum Initial Term or Renewal Term, as such terms are defined in the Terms of Service. Changing your IPS plan with PCB will result in PCB restarting the Initial Term or any Renewal Term, all in accordance with the Terms of Service. To cancel your IPS, you must follow the instructions in the Terms of Service. If you terminate your IPS prior to the end of the then-current Term for reasons other than those permitted herein and in the Terms of Service, or if PCB terminates your IPS due to your breach of this Agreement or any other agreement to which you and PCB are a party, you will be required to, and you agree to, pay PCB an early termination fee of \$50 or such other early termination fee as may be specified on your Order Form ("IPS Early Termination Fee"). You further agree and acknowledge that PCB may

charge the IPS Early Termination Fee to your Card, as defined in the Terms of Service, or other payment method you use to pay for the IPS. The Terms of Service are available at <http://www.premiumchoicebroadband.com/Legal.html>.

3. Technology Requirements for IPS; IPS Availability. To use IPS, you must obtain and use the internet access service from PCB. If your internet access service with PCB is terminated for any reason, you will not be able to use IPS. You are solely responsible for providing and maintaining other required equipment in accordance with IPS technical standards for use and all federal and other relevant standards. Such equipment may include, without limitation, a telephone handset or similar device, proper telephone wiring and outlets, and electrical power (collectively, the "Equipment"). By using the IPS, you represent that you either (a) own the Equipment or (b) have all rights to use the Equipment in connection with IPS. PCB assumes no responsibility for servicing or maintaining the Equipment. Please visit this website often to be sure you are aware of any and all other requirements for use of IPS.

4. 911 Emergency Dialing. IPS works differently than traditional phone service, and this has some impacts on 911 and Enhanced 911 (E911) services. Please be sure to familiarize yourself with the 911 Information document located at <http://www.premiumchoicebroadband.com/Legal.html>.

In order for 911 service to work with IPS, you must ensure that you are using IPS from your registered service location. Using IPS from any other location may cause your 911 call and related information to be routed to the wrong Public Safety Answering Point ("PSAP") and/or cause the wrong location information to be sent to the PSAP. You must update your registered service location with PCB by contacting us at customerservice@premiumchoicebroadband.com. You are advised that problems with your 911 service may arise that are unrelated to your registered service location. IPS will not work in the event of a power or service outage or interruption, and limitations such as weak signals and network overuse also may affect your ability to use 911 service. In addition, if your IPS is terminated for any reason, 911 service will no longer work. BECAUSE OF THESE LIMITATIONS, PCB HIGHLY RECOMMENDS THAT YOU ALWAYS HAVE ALTERNATIVE MEANS OF ACCESSING TRADITIONAL PHONE 911 SERVICES.

By using IPS, you acknowledge that you are aware of and understand the foregoing limitations, and you further agree to advise all persons who may use your IPS of the limitations. **If PCB provides you with any literature or stickers regarding 911 service or E911 service, you agree to place such materials on or near the applicable Equipment in a conspicuous place that is clearly visible to users.**

5. Other Internet Phone Service Limitations. You acknowledge and agree to the following:

(a) Security Limitations. IPS relies upon the internet and third party networks to transmit your communications. Because of this, PCB cannot and does not guarantee that IPS and the communications sent through IPS are secure.

(b) Other Systems. Home security systems, fax machines, and other non-voice communications equipment that rely upon traditional telephone lines (the “Other Systems”) may not be compatible with IPS. You are solely responsible for ensuring the functionality of such Other Systems in connection with your use of IPS, all in accordance with the Terms of Service and other agreements between you and PCB.

(c) High-Risk Use Limitations. Because PCB cannot guaranty the functionality and accuracy of IPS and the communications transmitted through IPS, we do not recommend that you use IPS in instances when error-free and/or uninterrupted service are essential.

6. Relocation. IPS use is limited to the registered service location you provide to PCB. You must contact PCB for information on IPS availability and relocation issues at the proposed new location. If IPS is available at your new location, you must update and register the new service location with PCB. This will allow us to update our records with respect to 911 and E911 services. You are advised that it may take 3-5 business days to complete an update of your information. YOU ARE ADVISED TO HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL PHONE 911 SERVICES AT ALL TIMES. If 911 or E911 service is not available at the new location, you will not be able to have IPS. You will be in violation of this Agreement if you use, move, or attempt to use or move the Equipment and/or the IPS to a location other than your registered service location without complying with this section.

7. Local Number Portability. If you are transferring your existing phone number from another service provider for use with the IPS, the following restrictions, terms and conditions shall apply:

(a) You will promptly provide PCB with all information it reasonably requests and cooperate fully with PCB with respect to the processing of your order for IPS;

(b) You authorize PCB to notify your current telephone service provider of your desire to change your local, local toll and long distance services, as applicable, to the IPS. You represent you are authorized to take such actions;

(c) You acknowledge that if you set up IPS prior to the date that the number switch becomes effective (the “Effective Date”), you may be able to place outgoing calls but may not be able to receive incoming calls using IPS. In addition, you may not be able to make 911 or E911 calls using IPS until the Effective Date. You should maintain an alternative working phone until the Effective Date; and

(d) You acknowledge that if IPS is for any reason not activated as of the Effective Date, your existing phone service for the number you are transferring will nevertheless be disconnected and you will have no service for that line. As an effort to avoid an interruption in your phone service, you should be sure to install the IPS prior to or on the Effective Date. PCB may send you an estimate of the Effective Date. Any such estimate, however, is only an estimate and not a guarantee that the estimated date will be the Effective Date.

8. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL ANY OF THE PCB PARTIES, AS DEFINED IN THE TERMS AND CONDITIONS, BE LIABLE OR OBLIGATED IN CONNECTION WITH THIS AGREEMENT OR THE USE, INSTALLATION, OPERATION, OR MAINTENANCE OF IPS, UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF EARNINGS, USE OR DATA, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM OR RELATING TO THIS AGREEMENT OR USE, NON-USE, OR INSTALLATION OF THE IPS OR EQUIPMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL THE PCB PARTIES BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES ARISING FROM OR RELATED TO ANY LIMITATIONS SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION 911 AND/OR E911 SERVICES, SECURITY LIMITATIONS, INTERFERENCE WITH OR INCOMPATIBILITY WITH ANY OTHER SYSTEMS, AND BREACHES OF SECURITY OR INACCURATE TRANSMISSION OF COMMUNICATIONS AND/OR DATA, ALL WHETHER CAUSED BY THE INTERNET PHONE SERVICE, INTERNET ACCESS SERVICE, ANY EQUIPMENT, OR OTHERWISE;

By using IPS, you hereby waive any and such claims or causes of action. **This Section 8 will survive termination or expiration of this Agreement and the Terms of Service for any reason.**

9. Service Distinctions. You acknowledge and agree that there exist certain differences between IPS and traditional telephone services, including but not limited to those listed in this Agreement. Further differences include the applicability of different regulatory schemes, which may limit your rights before certain regulatory agencies.