Starry Business Service Terms and Conditions

These Starry Business Service Terms and Conditions ("Terms and Conditions") supplement the terms and conditions set forth in the Service Order Agreement or other written agreement in which these Terms and Conditions are incorporated, whichever is applicable (the "SOA"), entered into by and between Starry, Inc., a Delaware corporation ("Starry") and the Customer identified therein ("Customer"). References in these Terms and Conditions to "Agreement" shall mean (i) the SOA and any exhibits thereto; (ii) these Terms and Conditions; and (vi) all other policies or documents expressly referenced or linked herein or in the SOA. The business services ordered by Customer in the Agreement are each defined as a "Service" and collectively are defined as the "Services".

1. Effectiveness. The Agreement shall be effective upon Customer's execution of the SOA and Starry's "Acceptance" of such SOA. "Acceptance" by Starry shall occur upon the earlier of: (i) Starry's countersignature of the SOA; or (ii) Starry's installation of Service at the service location(s) identified in SOA (such location(s) referred to herein as the "Premises"). Upon becoming effective, the Agreement is non-cancellable and non-refundable except as otherwise provided in these Terms and Conditions.

2. Term; Service Start Date. The "Initial Term" shall begin upon completion of installation of Service and shall continue for the applicable Initial Term commitment set forth in the SOA. The Initial Term is a continuous and non-divisible commitment for the entire duration of the Initial Term regardless of any invoice schedule. Starry shall use reasonable efforts to make the Services available by the requested start date, but Starry makes no guarantee that Service availability will be expedited or that Services will become available on any specific date. Once an installation date is agreed upon, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Starry may begin billing for Services on the date Services would have been installed. Starry shall not be liable for damages for delays in meeting Service dates due to install delays or reasons beyond Starry's control. If Customer delays installation or has not agreed to an installation date for more than ninety (90) days after Customer's execution of this Agreement, Starry reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Starry's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS OF THE LENGTH SPECIFIED IN THE SOA (EACH A "RENEWAL TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT RENEWAL TERM. "Term" shall mean the Initial Term and Renewal Term(s), if any. For any Service, Starry will give Customer at least thirty (30) calendar days prior notice of a price increase via email to Customer's email address on file with Starry or by notice on or with Customer's bill. A price change shall not apply to Customer's Services until the next renewal date following the notice of the price change. Customer's continued use of the Service after a price increase takes effect will be deemed to be Customer's acceptance of the new rate.

3. Billing and Payment. Customer shall pay to Starry all non-recurring costs ("NRC") and monthly recurring costs ("MRC", together with the NRC, the "Costs") included in the SOA by the due date on the invoice. All NRCs will be invoiced upon completion of installation. Except as otherwise indicated herein or on a SOA, Starry will invoice Customer in advance on a monthly basis for all MRC. All other charges will be billed monthly in advance. All invoices are payable on Net 0 terms. Customer is required to set up automatic recurring billing for the payment of all Costs via credit card or ACH and agrees to provide Starry, via Starry's third party payment processor, with a payment method, such as a bank account and routing number or credit or debit card details, to keep on file for automatic payment of all Costs and hereby authorizes Starry to initiate debit entries or charges, as applicable, for each invoice for Costs and further authorizes Starry's third party payment processor to store such information such that Starry can use it to administer Customer's account, confirm charges, detect and prevent fraud, verify identity, and process payments to Customer's account. For credit card payments, in the event that the Costs cannot be billed to the credit card of record, any overdue payments may be subject to finance charges of 5% per annum (to the extent permitted by law). For ACH/direct debits payments, if an ACH transaction is rejected for Non Sufficient Funds ("NSF"), Customer agrees that Starry may, at its discretion, attempt to run the charge again within 30 days, and agrees to pay any fees imposed on Starry by Customer's bank for each unsuccessful billing attempt, which will be initiated as a separate transaction from the authorized recurring payment. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. No interest will be paid on deposits unless required by law. If Starry permits Customer to pay any amount due via separate installment payments, Customer acknowledges that such installment payments are provided as a courtesy only and Customer remains liable for the full amount due. If Customer provides Starry, via Starry's third party payment processor, with any payment information, such as its bank account and routing number or credit or debit card details, Customer hereby authorizes Starry to initiate monthly debit entries or charges, as applicable, for the services provided to Customer under the applicable SOA and authorizes Starry's third party payment processor to store that information such that Starry can use it to administer Customer's account, confirm charges, detect and prevent fraud, verify identity, and process payments to Customer's account, including payments Customer requests in the future by telephone, mobile app, internet, or otherwise. Additionally, Starry may, without prior notice to Customer, use Customer's stored account information to initiate credit or debit entries to its account as necessary to correct any mistakes or amendments in billing, payments, or collection.

4. Taxes, Fees, and Surcharges. All payments required by this Agreement are stated exclusive of all applicable taxes, fees, duties, levies, imports, and surcharges including, without limitation, sales, use, value-added taxes ("VAT"), goods and services taxes ("GST"), business, gross receipts, and/or excise taxes, access fees, universal service fund assessments, 911/E911 fees, bypass fees, other local, State and Federal taxes, surcharges, and any other assessments or charges (however described or designated) which are imposed on Starry's provision and/or Customer's use of the Services (collectively, "Taxes, Fees, and Surcharges"). Customer is responsible for paying all Taxes, Fees, and Surcharges. Starry may also impose additional Taxes, Fees, and Surcharges on Customer to recover amounts that Starry is required or permitted by governmental or quasi governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these Taxes, Fees, and Surcharges may vary. Taxes, Fees, and Surcharges will be separately stated on the Customer's invoice, itemized where required by law. Customer shall be responsible for all Taxes, Fees, and

Surcharges (excluding taxes on Starry's income) related to the provision or use of the Services by the due date on the invoice. Taxes, Fees, and Surcharges shall not be deducted from the payments to Starry, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, Starry receives and retains an amount equal to the amount it would have received had no such deductions or withholdings been made. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. Customer is responsible for the payment of any such Taxes, Fees, and Surcharges that subsequently become applicable retroactively. A surcharge, fee or tax is imposed on all charges for service originating at addresses in States which levy, or assert a claim of right to levy, a gross receipts tax on Starry's operations in any such State, or a tax on interstate access charges incurred by Starry for originating access to telephone exchanges in that State. This surcharge, fee or tax is based on the particular State's receipts tax and other State taxes imposed directly or indirectly upon Starry by virtue of, and measured by, the gross receipts or revenues of Starry in that State and/or payment of interstate access charges in that State. In the event that Customer believes that, with respect to the Services provided hereunder, Customer is tax- exempt under Federal or State law, Customer shall submit to Starry written verification of Customer's tax- exempt status including exemption certificates or State resale certificates acceptable to Starry and to the relevant jurisdiction. Other Taxes, Fees, and Surcharges may apply as determined solely by Starry. If Starry is required by law or regulation to reduce or remove any Fee or Surcharge during the Term, then, notwithstanding anything to the contrary in this Agreement, upon notice to Customer and subject to applicable law, Starry may increase the charge for the affected Service to offset such reduction or removal of the applicable Fee or Surcharge. The amount of such increase in the charge for the affected Service will not exceed the amount by which the applicable Fee or Surcharge is reduced, except as otherwise permitted in this Agreement. Each party is responsible for and shall bear Taxes imposed on its net income. Customer hereby confirms that Starry can rely on the service location address set forth in the SOA as being the place of supply for tax purposes. If applicable, Customer shall provide to Starry its VAT, GST or similar tax identification number(s) on the Order Form.

5. Billing Disputes. Amounts reasonably disputed by Customer in good faith shall not be due and payable for a period of thirty (30) days following the invoice due date ("Due Date") for such charges, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement of any billing discrepancies to Starry in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates in good faith with Starry for the purpose of resolving such dispute within said thirty (30) day period. In the event such dispute is mutually agreed upon and resolved in favor of Starry, Customer agrees to pay Starry the disputed amounts together with any applicable late fees within ten (10) days of the resolution (the "Alternate Due Date"). If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and the applicable late fees, if any were paid by Customer, on the following month's invoice. If Starry has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute within such thirty (30) day period (unless Starry has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this Agreement. Starry shall not be obligated to consider any notices of billing discrepancies from Customer which are received by Starry more than thirty (30) days following the Due Date of the invoice in question. Starry reserves the right to invoice and collect any amounts that it failed to bill or collect in previous invoices at any time.

6. Termination.

a. Termination by Customer. Customer may terminate any Service before the end of the Term as stated in the Agreement upon at least thirty (30) days written notice to Starry; provided, however, if Customer terminates any such Service before the end of the Term (except due to breach by Starry), Customer will be obligated to pay Starry a termination fee equal to the NRC (if unpaid) and One Hundred Percent (100%) of the MRC for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. This provision survives termination of the Agreement.

b. Disconnection Requests. Customer agrees to provide Starry with at least thirty (30) days written notice before terminating any Service or this Agreement, including Services that are on a month- to-month term. Starry may take up to thirty (30) days after the date of Customer's disconnection request to schedule and complete the Service disconnection. In addition to all applicable early termination fees which will be calculated beginning on the date the Services are actually terminated, Starry may charge Customer, and Customer shall pay Starry, the applicable monthly recurring charge for the Service up until the date the Service is actually disconnected by Starry.

c. Termination by Starry. Starry may terminate Service(s) and/or this Agreement, in whole or in part, upon notice to Customer and without liability to Starry for any of the following reasons: (i) Customer's nonpayment of a bill within the payment period prescribed; (ii) Customer's failure to make a security deposit as requested by Starry; (iii) Customer's violation of, or noncompliance with, any provision of law; (iv) Customer's or any third party's refusal to permit Starry access to the Premises, including, without limitation, for installation, repair, recovery, maintenance, and/or inspection; (v) Customer's interconnection of a device, line, or channel to Starry's facilities or equipment contrary to Starry's or industry standards; (vi) Customer's use of Services in such manner as to interfere with service to other customers; (vii) Customer's abandonment of the Service; (viii) Customer's impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud Starry or others; (ix) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another; (x) Customer engages in threatening, harassing or vexatious behavior towards Starry or its employees; (xi) Customer or its equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Starry's network; or (xii) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code. Customer shall be liable for the early termination fee described in paragraph (a) above if Starry terminates Service(s) or this Agreement for any of the reasons enumerated in (i) through (xii). To protect itself and/or its other customers, Starry may suspend or disconnect a Customer's Service without prior notice for violation of the above subsections that threaten or harm Starry's network reliability or for fraudulent or malicious intent or other acts, whether real or perceived, to defraud Starry or others. Starry may also terminate Service(s) and/or this Agreement, in whole or in part, and without liability to Starry, upon thirty (30) days written notice to Customer (unless stated otherwise below) for any of the following

reasons: (i) signal interference with any Service that Starry cannot resolve with commercially reasonable efforts; (ii) there is a material increase in Starry's costs to provide the Service; (iii) Starry's governmental authorization or licenses are canceled or terminated; (iv) Starry's pole attachment/conduit use rights are terminated or become subject to such restrictions or conditions that continuation of this Agreement is impracticable or prohibited; or (v) there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency that affects (in Starry's sole determination) Starry's ability to provide the Services. Starry may also immediately terminate Service(s) and/or this Agreement without liability to Starry if Starry determines, in its sole discretion, that the cost of providing Service(s) is unreasonable, excessive, and/or unexpected or if Starry decides in its sole discretion that the location where the Customer receives or uses the Service(s), or wishes to receive or use the Service(s), is not acceptable to Starry. Further, Starry may terminate any Service(s) and/or the Agreement for its convenience on sixty (60) days written notice to Customer without any liability to Starry.

d. Default. If either Starry or Customer (each a "Party") fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, or within ten (10) days after receiving notice of the breach from the other Party if the breach is the result of any late payment, such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any non-monetary Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default during the Term of this Agreement, then Starry may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable, including any applicable termination fees, shall become immediately due and payable, or (ii) suspend all or any part of Services, in addition to pursuing any and all remedies, including reasonable attorneys' fees, available at law or in equity. If Customer is in Default for failing to pay any amount due, Customer shall also be liable for any applicable interest, costs of collection (including attorneys' fees and third party agent collection fees), late fees (subject to state law and regulations), door collection fees, bank fees and any other applicable fees, charges or payments (collectively, "Collection Fees"). Any balance amount that remains delinquent may be referred to a third party for collections. In the event arbitration or suit, as the case may be, is brought or any attorney is retained by Starry to collect any payments which are past due hereunder and/or to enforce any provision of the Agreement and Starry prevails, Starry shall be entitled to recover, in addition to any other remedy, reimbursement for Collection Fees, reasonable attorneys' fees, litigation and arbitration costs, expert witness fees, and court costs incurred in connection therewith, in addition to all other relief a court may award.

7. Access and Installation. To make the Service available, Starry may need to install Starry Equipment on an outside area of the Premises and in internal areas of the Premises, connect the Starry Equipment to electricity, and install new or access existing wiring or cable, including wiring in hallways and/or telco closets. Customer will provide Starry and its employees and agents with reasonable access to the Premises where the Service(s) are being provided in order to install the Starry Equipment necessary to run the Service. Standard installation may include, among other things, drilling, cutting, or otherwise altering improvements at the Premises (including walls, flooring, and/or other surfaces), mounting Starry Equipment on the roof or near the roofline, and installing internal wiring. To the extent Customer owns the Premises, Customer grants Starry a non-exclusive license, including a right of access, to utilize sufficient space at such Premises to install, operate, maintain, repair, and remove all or any portion of the Starry Equipment, and to otherwise perform or exercise any of Starry's obligations or rights under this Agreement during the Term (the "License"). To the extent Customer does not own the Premises, Customer is responsible for obtaining permission from any necessary party, including without limitation the Premises' owner, a landlord, or building manager, to grant Starry the rights provided to it in this Agreement, including without limitation, the right install, operate, and maintain the Starry Equipment. Starry will use commercially reasonable efforts to keep damage to walls, ceilings and premises to a minimum, but will not be responsible for repairing or returning the Premises to its original condition, except to the extent caused by Starry's gross negligence or willful misconduct.

8. Customer Responsibilities. Customer is responsible for providing all internal wiring (unless otherwise agreed in writing by Starry), Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access and use for Starry including use of external space, internal wiring, space for cables, conduits, and space for Starry Equipment (defined herein) as necessary for Starry-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Starry Equipment and provide the Service. Customer shall provide access to and a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Starry Equipment. Customer shall use the Services in compliance with all applicable laws, regulations, and ordinances, and applicable leases and other contractual agreements between Customer and third parties. Customer is solely responsible for ensuring that Customer and any end user(s) comply with all applicable law. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Starry network. Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Starry's Service, that the signals emitted into Starry's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Starry Equipment, injure its personnel or degrade service to other Customers. Starry shall not be responsible for the installation, operation or maintenance of any Customer provided equipment. Starry shall not be responsible for the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment. The magnitude and character of the voltages and currents impressed by Customer or its equipment on Starry Equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Starry Equipment and wiring or injury to Starry's employees or other persons. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Starry personnel, Starry Equipment, or the quality of service to other customers, Starry may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Starry may,

upon written notice, terminate the Customer's service without liability. Starry shall not be liable for Customer's failure to fulfill any of its obligations and/or responsibilities, including those stated in this paragraph.

9. Customers With Life Safety Devices and Systems. Customer agrees not to use the Service or the Starry Equipment in connection with, or to provide access to the Internet for, life-safety, fire, or emergency communication devices or systems requiring fail-safe performance or in which a delay or interruption in the Service(s) could lead to severe injury to business, persons, property, or environment (collectively, "Life Safety Devices and Systems"). Life Safety Devices and Systems include audible and visual signals (e.g., bells, horns, speakers, and strobes); automatic detectors for fire protection and other life safety hazards (e.g., heat, smoke, flame, gas, and biohazards); paging systems and devices, including coded sound and visual type; smoke, carbon monoxide, and combination alarms; access control systems; elevator monitor status systems and elevator VoIP call systems; first responder interface systems; and mass notification systems. Customer acknowledges and understands that the Service may be delayed or interrupted in the event Starry has scheduled maintenance, there is a power outage, or due to other reasons beyond Starry's control. In the event Service is delayed or interrupted, any devices that Customer has connected to the Service will not be connected to the Internet. Customer agrees that Starry will not be liable to Customer for any failure of Life Safety Devices and Systems, or any WiFi enabled device connected to the Service, in the event the Service is delayed or interrupted.

10. Customers with Security Systems. Customer shall be solely responsible for (i) all security or surveillance equipment and systems, including any installation, inspection, maintenance, testing or monitoring relating thereto, (ii) ensuring the compatibility of the Service(s) with any such equipment and systems, and (iii) ensuring there is battery back-up (including requesting a replacement battery upon battery exhaustion) for any such systems connected to the Service(s). Customer represents and warrants that its use of the Service(s) with any security or surveillance equipment or system shall comply with all Federal, State or local laws, regulations, codes or requirements.

11. Starry Equipment. Unless otherwise provided in the Agreement, Customer agrees that Starry shall retain all rights, title and interest to equipment provided by Starry (the "Starry Equipment"), and Customer shall not create or permit to be created any liens or encumbrances on Starry Equipment. All Starry Equipment, including, without limitation, Starry's radio, microwave, and/or other transmission and reception devices and related equipment and support structures, and equipment, network and transmission facilities used by Starry to provide the Services under this Agreement, is the sole and exclusive property of Starry. Starry is responsible for installing, operating, maintaining, repairing, swapping and servicing the Starry Equipment, provided that Starry may charge Customer a maintenance or repair or replacement fee is such maintenance, repair, or replacement is due to Customer's misuse of, tampering with, or failure to properly secure the Starry equipment. Internal wiring beyond the Demarcation Point shall not be considered Starry Equipment, and to the extent installed by Starry, shall become the property of Customer upon installation of Service. At Starry's sole option, other wiring and cabling installed by Starry may remain on the Customer premises following the expiration or earlier termination of the Agreement. Customer may also be required to provide a Customer Internal Distribution System (as defined below), depending upon the nature of the Services purchased by Customer. Customer shall use the Starry Equipment only to receive the Services and shall not modify or relocate Starry Equipment without Starry's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Starry's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Starry Equipment in good condition, ordinary wear and tear excepted. Customer is responsible for ensuring that Starry has reasonable continuous access to the Premises (including, as the case may be, unoccupied guest rooms, etc.), the Demarcation Point and, if needed, the Customer Internal Distribution System for purposes of installation, connection/disconnection, transferring, inspecting, maintaining, repairing, upgrading, swapping, servicing and/or removing the Starry Equipment and/or the Customer Internal Distribution System, and to do all other things reasonably necessary to provide the Services as determined by Starry. Starry has the right to change, modify, rearrange, or swap the Starry Equipment at any time and Customer acknowledges that said changed, modified, rearranged, or swapped Starry Equipment may have different or fewer capabilities and features. Customer shall operate any Starry Equipment in accordance with the instructions of Starry or Starry's agent. Upon and after expiration or earlier termination of the Agreement, Starry shall have the right to enter the Premises to remove and retrieve the Starry Equipment. Such right of entry shall expressly survive the expiration or earlier termination of the Agreement. Customer is solely responsible for any damage to the Starry Equipment unless caused by the sole gross negligence or intentional misconduct of Starry. In the event the Starry Equipment is damaged, destroyed, or is not returned to Starry in good condition, Customer shall be responsible for the replacement value of the Starry Equipment. Customer may use the Services and the Starry Equipment for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Starry network or Starry Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Starry Equipment only for the purpose of receiving the Services. Starry may charge Customer a maintenance fee for routine maintenance of any Starry Equipment, provided however that Starry is not responsible for repairing or replacing any Starry Equipment that is damaged due to misuse, abuse, vandalism, or theft.

12. Customer Internal Distribution System. In connection with certain Services, Customer may be required to provide a Customer Internal Distribution System for purposes of delivering the Service from the hand-off at the Demarcation Point to its final destination. The "Customer Internal Distribution System" shall mean all distribution plant and associated electronics, wiring and equipment necessary to distribute the Service to the designated locations on the Premises, but the Customer Internal Distribution System does not include any Starry Equipment. If the Customer Internal Distribution System exists on the Premises on the date of execution of the Agreement, Starry shall inspect such system, at Customer's expense, to determine if it meets Starry's expectations and requirements for delivery of the purchased Services. If the Customer Internal Distribution System is usable, as reasonably determined by Starry, Customer grants Starry, during the Term of this Agreement, the non-exclusive right to use the Customer Internal Distribution System to deliver the Service to the Premises, unless otherwise expressly agreed to by the parties in writing. Starry reserves the right to discontinue the Service immediately if it is determined that the Customer Internal Distribution System is violating FCC signal leakage specifications or other applicable laws, rules and codes. Starry shall have the right to modify the Customer Internal Distribution System to facilitate delivery of the applicable Services to the Premises, subject to receiving Customer's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Ownership of the Customer Internal Distribution System shall remain with Customer at all times, subject to the use of such system by Starry

pursuant to the Agreement. Customer, and not Starry, shall be responsible for the repair and maintenance of the Customer Internal Distribution System (including all cabling and wiring past the Demarcation Point) and agrees to keep the Customer Internal Distribution System in good working order at all times. Ownership and title to all Starry Equipment shall remain with Starry at all times. Starry shall have no obligation to repair, maintain or remove the Customer Internal Distribution System. In the event no Customer Internal Distribution System exists within the Premises, or if the existing Internal Distribution System is not usable by Starry or up to Starry's expectations: 1) Starry may terminate the subject Services by providing Customer with written notice of termination and Starry shall have no obligation to provide the Service, or 2) Customer may have a third party install or upgrade the Internal Distribution System so that it meets Starry's expectations at Customer's sole cost and expense, or 3) Starry will provide Customer with a price quote for the cost to Customer of Starry either installing or upgrading the Customer Internal Distribution System as need be. If Customer accepts such price quote, Customer shall be obligated to pay Starry the cost thereof upon completion of installation or upgrades of the Customer Internal Distribution System. During the Term of this Agreement, the Customer will not, nor will it permit others to (i) use the Customer Internal Distribution System (or any portion thereof) in a manner that causes interference with the Services, or adversely impacts or violates Starry's rights under the Agreement; or (ii) modify or connect any other device to the Customer Internal Distribution System if such action could reasonably be expected to interfere with Starry's rights under this Agreement. If Customer contacts Starry regarding a service problem and Starry confirms that Starry has been providing a signal to the Demarcation Point and that all Starry Equipment is functioning correctly, Customer shall be responsible for paying Starry's standard service call fee.

13. Interference. Starry may deliver Services to Customer through radios or wireless network facilities. If Starry is delivering Services wirelessly and there is signal interference with such Service and Starry cannot resolve the interference by using commercially reasonable efforts, then Starry may terminate the applicable Service without further liability to Customer by providing Customer with at least thirty (30) days prior written notice.

14. Demarcation. The "Demarcation Point" is defined as that point where Starry's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The Demarcation Point will be determined solely by Starry based on the applicable Service(s) ordered by Customer. Unless otherwise agreed by the parties, Customer is solely responsible for wiring, cabling, equipment and access beyond the applicable Demarcation Point(s) (i.e. on the Customer side of said Demarcation Point(s)).

15. Static IP Addresses. If a static IP address (a "Static IP address") is included in the SOA, Starry will allocate an IP address to Customer according to ARIN guidelines. Notwithstanding the foregoing, Starry reserves the right to change a Static IP address at any time for any reason. All Static IP addresses assigned by Starry must be relinquished by Customer upon the expiration or termination of this Agreement.Customer understands and acknowledges that a Static IP Address is a fixed IP address number assigned to a device on Customer's network and that devices with Static IP Addresses may be more vulnerable to attacks and may be subject to heightened security risks versus devices using a dynamic IP address, which changes over time. Customer agrees to waive all claims against Starry for any damage, loss or liability Customer may suffer as a result of Customer using a Static IP address and Customer assumes all responsibility for, the security of its devices assigned to a Static IP Address, including compliance with any security recommendations made by the device manufacturer.

16. Discontinued or Modified Service. Starry may, in its sole discretion, choose to suspend, modify, or discontinue a Service (or any feature of a Service) provided to Customer without liability to Starry and such action by Starry shall not be a breach of contract or Default by Starry under this Agreement. The Customer acknowledges and understands that technology and capabilities are subject to change during the Term of the Agreement. Starry makes no guarantees that any particular feature, or even any entire Service, will be available throughout the Term. Starry agrees to provide Customer with at least thirty (30) days written notice prior to discontinuing or modifying a Service used by Customer.

17. Services.

a. SMB Service. In the event Customer has purchased SMB or SMB+ Internet Service ("SMB Service"), this provision shall apply. Starry shall provide Customer with Internet bandwidth connectivity, access, modem/gateway configuration (if applicable), and a dynamic or static (if applicable) IP address, together with installation of the SMB Service as provided under this Agreement. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the SMB Service. Speeds identified for each SMB Service may vary and such speeds shall be provided consistent with industry standards. Starry may supply a modem ("Starry Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem (including through purchase from Starry if offered by Starry to Customer). Customer shall not tamper with, or attempt to reprogram the modem, including, but not limited to, "uncapping" the modem or affecting its bandwidth settings. Starry may terminate SMB Service to any modem that has been altered following programming or installation by Starry. The Starry Provided Modem shall be deemed "Starry Equipment" as defined in these Terms and Conditions and title shall remain with Starry at all times. Starry may employ reasonable network management practices to address bandwidth usage. Customer is responsible for providing the equipment necessary for Customer, and its end users, to access the WiFi Service purchased by Customer.

b. Managed Property Wide WiFi Service. In the event that Customer has purchased Managed Property Wide WiFi Service ("MPWW Service(s)") this provision shall apply. In connection with the MPWW Service, Starry (or a third party provider or an affiliate, contractor or subcontractor of same) may install certain equipment at the Customer Location, which equipment shall be owned by Starry and considered Starry Equipment, unless otherwise expressly stated in the SOA. Installation costs and/or nonrecurring charges may apply upon installation, and Customer may incur additional costs or charges after installation for configuration changes, addition or relocation of Access Points, changes to the product platform, or any other changes requested by Customer in connection with the MPWW Services. Depending on the type of Access Point used, Customer may use the MPWW Service to support up to a maximum of five (5) Customer-owned wired Ethernet devices (each, a "Customer-Owned Wired Ethernet Device") on ports that are MAC limited to those specific devices (e.g., Smart TV's, printers), provided that there is existing cabling/wiring from such Customer-Owned

Wired Ethernet Devices back to a wiring closet with an Access Point supporting such connection. If there is no existing cabling, Customer may elect to have Starry install the cabling needed for the Customer-Owned Wired Ethernet Device(s), which installation work shall be billed to Customer. Except as set forth herein, the MPWW Service does not support, and may not be used for, wired Ethernet devices. In addition, Customer acknowledges and agrees that the MPWW Service does not support, and may not be used for, client to client LAN traffic (e.g., AirPrint, AirPlay, Chromecast) or inbound traffic (e.g., UPNP, port forwarding).

18. Representations and Warranties. Customer represents and warrants to Starry as follows: (i) Customer is authorized to perform its obligations under this Agreement; (ii) by entering into this Agreement with Starry, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; (iii) Customer is a duly organized entity in accordance with applicable law, and is qualified and authorized to do business in the location where Services are used and (iv) the person signing the Agreement is an authorized Customer representative. Customer further represents and warrants that it has the authority, or has obtained permission from any necessary party to grant Starry the rights provided to it in this Agreement, including without limitation, the right to access the Premises and the right to install, operate, and maintain the Starry Equipment. Customer further represents and warrants that upon payment of any invoice, Customer forever waives any claim(s) that the person signing the Agreement did not have the authority to bind the Customer and Customer shall be bound by the terms of the Agreement. Starry represents and warrants to Customer as follows: (i) by entering into this Agreement with Customer, Starry shall not be in violation of any agreement it has with a third-party relating to the provision of Services; and (ii) Starry is a duly organized entity in accordance with applicable law, and is qualified to do business in the "Service Areas". For purposes of this Agreement, "Service Areas" shall mean the geographic locations within the continental United States where Starry elects to provide its Services.

19. Force Majeure. Customer shall have no claim against Starry for any failure to perform caused by (i) acts of God or natural disasters, including, without limitation, fire, flood, hurricane, inclement weather, winds, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including but not limited to a public health crisis which results in a quarantine, a stay-at-home order, a shelter in place order or other restriction on workers (ii) civil or military action, including, without limitation, a national emergency, riot, civil insurrection, act of terrorism, threat of terrorism, or the taking of property by condemnation or eminent domain, (iii) strikes or labor disputes; (iv) fuel shortages, energy shortages, power outages, or power reductions, including without limitation proactive power reductions or power outages by power companies for safety reason, wildfire prevention, conservation or other similar reason; (v) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (vi) delays in obtaining permits or other approvals from governmental authorities for Services provisioning; (vii) third party cable cut(s), (viii) events which make performance inadvisable, commercially impracticable, illegal or impossible, or (viii) any other causes beyond the reasonable control of Starry (each a "Force Majeure" event).

20. Compliance with Acceptable Use Policy; End Users. Customer's use of the Services shall comply with Starry's Acceptable Use Policy ("AUP") located at https://www.starry.com/legal/business-aup (or any successor URL), which Starry may update from time to time, and applicable law at all times. If Customer makes the Service(s) available to other persons for use (each, an "end user"), Customer is solely responsible for ensuring that its end users comply with the AUP. Starry shall not be liable for Starry's suspension or termination of Services arising from an alleged or actual violation of the AUP or applicable law.

21. Privacy Policy. Use of the Service(s) is subject to Starry's privacy policy, which is posted at https://starry.com/legal/privacy and is incorporated into the Agreement by this reference. In the event of a conflict between the provisions of this Section and any provision of the privacy policy, the applicable provision of the privacy policy shall prevail. Starry is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policy. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

22. Requests to Move, Add or Change Services. Notwithstanding anything to the contrary in this Agreement, Starry in its sole discretion may accept and process requests from Customer to move, add or change Services under this Agreement. All moves, adds and changes are subject to Starry's approval and are subject to the terms and conditions of this Agreement. Additional charges may apply to any move, add, or change request. Customer agrees that any new or additional Services ordered by Customer are automatically subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in the Agreement, Starry may refuse any request to modify the Services, including, without limitation, requests to increase or decrease Services or add new locations.

23. Indemnity. Customer shall indemnify, defend and hold Starry and its parent companies, subsidiaries, Affiliates, and Starry suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a "Starry Related Party", and collectively, the "Starry Related Parties") harmless from and against any claim, actions, or demands relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or any end users of the Services, or (b) Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or any end users of the Services, (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees, agents or any end users using the Services; and/or (iv) violation of the Starry AUP by Customer, its employees, agents or any end users of the Services.

24. DISCLAIMER OF WARRANTIES. STARRY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE SCHEDULE.

25. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL STARRY OR ANY STARRY RELATED PARTY BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. THE CUMULATIVE AGGREGATE LIABILITY OF STARRY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES (EXCLUDING ANY LIABILITY, LOSSES, CLAIMS OR DEMANDS FOR INDEMNIFICATION) FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY WILL NOT EXCEED THE AMOUNT OF FEES PAID TO STARRY BY RESELLER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

26. Viruses; Network Security. Starry takes the security of its network very seriously and actively monitors its network and takes other steps to ensure it is secure. Customer acknowledges and understands that when it uses the Service(s) to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of your equipment and information. In addition to Starry's efforts to operate a secure network, Customer should also take all appropriate security measures when using the Services. Customer assumes sole responsibility for its equipment when it uses it in conjunction with the Services, and for providing and configuring any 'firewall' or security measures to prevent damage from viruses, malware, or other similar malicious items. Customer is solely responsible for the effectiveness of these blocking and filtering technologies. ALTHOUGH STARRY HAS TAKEN COMMERCIALLY REASONABLE STEPS TO PROVIDE A SECURE NETWORK, STARRY MAKES NO REPRESENTATION OR WARRANTY THAT (A) COMMUNICATIONS OVER THE SERVICE SHALL BE SECURE FROM UNAUTHORIZED ACCESS, INCLUDING WITHOUT LIMITATION, MONITORING, THEFT OF DATA OR CORRUPTION OF CONTENT, OR ANY OTHER DAMAGE AND (B) THAT CUSTOMER AND/OR ANY END USERS USING THE SERVICES WILL NOT RECEIVE A VIRUS OR OTHER MALWARE THAT DAMAGES SUCH USERS COMPUTER(S), DEVICE(S) OR NETWORK FACILITY(IES). CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH ACCESS TO THE INTERNET AND HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST STARRY AND ANY STARRY RELATED PARTY FROM AND FOR ANY CLAIMS, LIABILITY OR DAMAGES ARISING FROM UNAUTHORIZED ACCESS, SECURITY BREACHES, OR THE TRANSMISSION OF VIRUSES OR OTHER MALWARE OVER THE STARRY NETWORK.

27. Protected Health Information. In providing its services, Starry is not and does not intend to be a business associate as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996) regulations ("HIPAA"). Starry has only random, infrequent and incidental access to information in the provision of its Services. It is Customer's responsibility to adequately protect any patient or protected health information. Customer shall indemnify, defend, and hold harmless Starry and all Starry Related Parties from any third party claims, including without limitation, claims from Customer's patients or end users, or the Department of Health and Human Services, or any other regulatory agency or person, that arise, in whole or in part, from Customer's use of Starry Services in violation of the HIPAA regulations.

28. Service Level Agreements. If this Agreement expressly includes a 'Service Level Agreement' or similar agreement with terms providing the payment of service credits or monies in the event of service interruptions, missed repair objectives, service degradations, or any other outages related to the Services (collectively, an "SLA"), the following terms and conditions shall apply, and the service credits provided shall be Customer's sole and exclusive remedy for any and all service interruptions, missed repair objectives, degradations, outages or any other issue related to the Services (a "Service Interruption"):

a. Any amounts due from Starry to Customer under the SLA shall be in the form of service credits only. To qualify for a service credit, Customer must immediately notify Starry of any Service Interruption via the designated support telephone number. Starry will thereafter assign a trouble ticket number. Subject to any and all of the exceptions and limitations described herein, only the portion of the Service(s) experiencing a Service Interruption is eligible for a service credit and such eligibility begins only upon Starry's issuance of a trouble ticket number.

b. Service credits shall not be provided for any failures to meet the SLAs: (i) caused by Customer, its employees, agents or subcontractors, including without limitation any end users of the Service; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Starry or Customer; (iii) during any period in which Starry is not allowed access to the Premises to access Starry Equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Starry AUP or any other misconduct or misuse of the Services by Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (vii) due to Customer's failure to release the Service for testing and/or repair to Starry; or (viii) due to a Force Majeure event. In addition, service credits shall not apply (a) for Service Interruptions not reported by Customer to Starry promptly after Customer first discovered the Service Interruption, (b) where Customer reports a Service Interruption, but Starry does not verify any Service Interruption, (c) to any Service locations served via a third party (i.e. Type- II site), (d) if Customer is in breach of its Agreement with Starry, (e) if Customer has a past due balance with Starry under the Agreement, or (f) if Customer is otherwise not in good financial standing with Starry. To qualify for any service credit(s), Customer must request, in writing, the service credit within thirty (30) calendar days of a qualifying Service Interruption. Starry will be the only party to determine (in its sole discretion) whether Starry has not met any of the SLA terms and whether a service credit is to be issued. Customer must cooperate with Starry at all times in testing, determining and verifying the occurrence of a qualifying Service Interruption. In any calendar month, Customer's combined credits for the affected Services shall be limited to no more than the amount MRC attributed to one full month of the affected Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Starry. All claims for service credits are subject to review and verification by Starry. If Starry is providing any Managed Service(s) (such as Managed Router or MPWW) to Customer in addition to the underlying transport or Internet service, Customer shall not be authorized to receive service credits under more than one SLA for any individual qualifying Service Interruption.

29. Resale Prohibited. The Services covered by this Agreement are for Customer's use only. Unless expressly authorized in writing by Starry in this Agreement or formal written amendment to this Agreement, or as otherwise required by applicable law, Customer shall not resell the Service(s) (or any portion thereof) to any other person or third party. Starry may revoke its permission to allow resale at any time upon notice to Customer. If Starry

determines that Customer is or has resold any Services without express written permission in this Agreement or formal written amendment to this Agreement, Starry may immediately terminate this Agreement (or any portion thereof) upon notice to Customer and Customer shall pay the applicable termination fee. Nothing in this Agreement shall prohibit Starry from doing business with or attempting to do business with any potential customer, even if any potential customer may have been a customer of Customer in the past or is currently purchasing services from Customer.

30. Assignment. Customer may not assign or transfer any part of this Agreement without the prior written consent of Starry, which shall not be unreasonably withheld. Starry may assign, delegate or transfer this Agreement, in whole or in part, without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Starry (each an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Starry; or (iii) in connection with the sale of all or substantially all of the assets of Starry. Starry Service may be provided by one or more Affiliates.

31. Notices. Notices under this Agreement shall be in writing and delivered to the persons or offices of the parties stated herein. A written notification by Starry may include, without limitation, electronic notice and/or notice via an invoice, billing insert or other billing communication sent to Customer. The effective date of any notice hereunder shall be the date of delivery of such notice and not the date of mailing. The mailing address of Customer shall be the address set forth in the SOA. The mailing address for Starry is: Starry, Inc., 38 Chauncy St, 2nd Floor, Boston, MA 02111, Attn: Legal. A copy of all notices to Starry must also be sent via email to legal@starry.com. Each party hereto expressly consents to service of process by registered mail. Either party may change its address for receipt of notice by notice to the other party through a notice provided in accordance with this provision.

32. **DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER (THE "DISPUTE RESOLUTION PROVISION")**.

a. Arbitration Requirement. EXCEPT AS OTHERWISE STATED IN THE DISPUTE RESOLUTION PROVISION, THE PARTIES SHALL ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims, disputes, or controversies between Customer and Starry, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Starry, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory ("Dispute") that arise out of or in any way relate to this Agreement, or any of the Services or products that Starry provides to Customer (including but not limited to amounts that Starry charges Customer for Services or products provided, any alleged breach related to the collection, retention or disclosure of Customer's personal information, and any alleged violation of Starry's privacy policy or the AUP). The parties shall also arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to Customer by Starry or any of its affiliated entities under any other agreement. "Dispute" is to be given the broadest possible meaning that will be enforced.

b. EXCLUSIONS FROM ARBITRATION. THE PARTIES AGREE THAT THE FOLLOWING SHALL NOT BE A 'DISPUTE' SUBJECT TO ARBITRATION: (1) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (2) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE AN APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY SUCH AS THE FEDERAL COMMUNICATIONS COMMISSION (FCC).

c. Restrictions. CUSTOMER MUST CONTACT STARRY WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT STARRY WITHIN THIRTY (30) DAYS AS PROVIDED IN THESE COMMERCIAL TERMS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

d. Class Action Waiver. Customer and Starry agree that all Disputes between Customer and Starry will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. An arbitrator appointed pursuant to this Agreement shall not be authorized to arbitrate any claim on a class action or consolidated basis or on any bases involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other subscribers, or other persons. If Customer or Starry brings a claim in small claims court, the class action waiver will apply, and neither party can bring a claim on a class or representative basis. Furthermore, neither Customer nor Starry may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by Customer or Starry. The parties agree that this class action waiver is an essential part of this Dispute Resolution Provision and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire Dispute Resolution Provision will not apply to any Dispute between Customer and Starry, except for the provisions of subparagraph (I) waiving the right to jury trial. This class action waiver may not be severed from the arbitration agreement.

e. Arbitrator Authority. The arbitration between Customer and Starry will be binding. In arbitration, there is no judge and no jury. Instead, the Dispute will be resolved by an arbitrator, whose authority shall be governed by the terms of this Agreement. Customer and Starry agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond Customer and Customer's dealings with Starry. An arbitrator shall not be authorized to rule or act contrary to law. Judicial review of arbitration decisions is limited.

f. Informal Dispute Resolution. Customer and Starry agree that Customer will try to resolve disputes informally before resorting to arbitration. If Customer has a dispute, Customer shall first contact Starry Customer Care using one of the methods provided at https://support.starry.com/. If the Starry representative is unable to resolve Customer's dispute in a timely manner, Customer shall notify Starry of the dispute by sending a written description of Customer's claim to Starry's Legal Department so that Starry can attempt to resolve the dispute with Customer. If Starry does not satisfactorily resolve Customer's claim within 30 calendar days of receiving written notice of Customer's claim to Starry's Legal Department, then Customer may pursue the claim in arbitration. Neither Customer nor Starry may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. Customer shall send written notice of its intent to file for arbitration to Starry. If Starry is sending Customer a written notice of its intent to file for arbitration, Starry will send notice to the last known address of record Starry has on file for Customer.

g. Arbitration Procedures. Customer and Starry agree that this Agreement and the services Starry provides to Customer affects interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than $75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for $75,000 or more, the Business Arbitration Rules will apply. If there is a conflict between the AAA's rules and this Dispute Resolution Provision, this Dispute Resolution Provision shall control. To initiate arbitration, Customer must send written notice requesting arbitration and describing Customer's claims to Starry. Customer must also comply with the AAA's rules regarding initiation of arbitration. Starry will pay all filing fees and costs for commencement of arbitration, but Customer will be responsible for Customer own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or applicable law. Starry will not seek to recover its fees and costs from Customer in the arbitration, even if allowed under the law, unless Customer's claim has been determined to be frivolous. The arbitration will be held in the county of the billing address where Starry provided Customer service and either party may appear either in person or by telephone.

h. Jury Trial Waiver. If for any reason the arbitration requirement described in subparagraph (A) is found to be illegal or unenforceable, and/or a claim is brought that is excluded from arbitration as described in this Dispute Resolution Provision, the parties expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY to the fullest extent permitted by applicable law. Customer acknowledges that a jury trial waiver means that a judge rather than a jury will decide the dispute(s) between Customer and Starry if, for any reason, the dispute is not subject to arbitration.

i. Survival. This Dispute Resolution Provision survives the termination of the Agreement. If Customer brings a claim against Starry after termination of the Agreement that is based in whole or in part on events or omissions that occurred while Customer was a Starry customer, this Dispute Resolution Provision shall apply.

33. No Development or Ownership. THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY UNDER THIS AGREEMENT. Except as expressly set forth in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other party's intellectual property. As between the parties, Starry owns all rights, title and interest in and to the Services. Intellectual property development activities, if any, must be the subject of a separate written agreement between Starry and Customer prior to the commencement of any such intellectual property development. Customer further acknowledges that its use of the Service does not give Customer any ownership or other rights in any Internet/on-line addresses provided to Customer, including, but not limited to, Internet Protocol (IP) addresses, e-mail addresses, or web addresses. Starry may modify or change such addresses at any time without notice and without compensation to Customer for such changes. Upon termination of the Service, Starry reserves the right to delete or remove permanently any or all addresses associated with the provision of the Service to Customer at the Property.

34. Feedback. If Customer provides Starry with feedback and/or suggestions about the Services, then Customer hereby grants Starry an irrevocable, perpetual, sublicensable right and license to fully exploit and use that feedback and suggestions for any purpose whatsoever, including, but not limited to, incorporation into the Services, resale and/or the creation of derivative works.

35. Third-Party Provided Service. In the event Starry utilizes a third-party provider to furnish the Services to Customer, Customer acknowledges and agrees any terms and conditions imposed on Starry by such third-party provider may take precedence over any term and conditions described within this Agreement, including, but not limited to, any technical specifications, performance specifications, service type, Service Level Agreements, or installation timeframes, as determined by Starry in its sole discretion. Notwithstanding the foregoing, Starry shall not be bound by any undertaking, representation or warranty made by any third-party providers or suppliers in connection with the installation, maintenance or provision of the Equipment or MPWW Service to the extent that such undertaking, representation or warranty is inconsistent with the terms of this Agreement. In the event Customer terminates a Service provided by a third-party provider other than for breach by Starry, Customer shall be responsible for any third-party provider fees assessed and sent to Starry, in addition to any other early termination liability described in this Agreement.

36. Changes. Starry, in its sole discretion, may modify, add, supplement and/or remove any of the Terms and Conditions and/or any related policies and linked terms from time to time ("Changes"). Starry will notify Customer of changes by e-mail to the e-mail address Customer provides, by posting notice online at Starry.com, by a mailing to Customer's billing address, or by a text or phone call to Customer's telephone number provided and all such Changes will be effective thirty (30) days after notice is issued ("Opt-Out Period") unless Customer opts out as described in this paragraph. Customer may opt out of the Changes by providing written notice to Starry via email at Lega@starry.com or via a letter sent via certified mail, registered mail, or a nationally recognized overnight courier to the address provided for Starry in the Notice section, stating that Customer is opting out of the Changes. Customer's written notification to Starry must include the Customer's name, address and contract number, the name and position of the

person submitting the notification on behalf of the Customer, as well as a clear statement of which Changes Customer is opting out of. Customer must submit its written notice opting out of the Changes within the thirty (30) day Opt-Out Period, or Customer shall be deemed to accept the Changes. Further, Customer's continued use and/or payment for Services after the thirty (30) day Opt-Out Period shall also be deemed acceptance of all Changes. If Customer opts out of any Changes, Starry may (i) immediately terminate the Agreement without penalty or liability to Customer or (ii) Starry may provide notice to Customer that the opted-out Changes will not apply to Customer and the Agreement will then continue under the most recent contract terms. Until Starry provides notice of its election of option (i) or (ii) in the preceding sentence, the Agreement shall continue under its most recent contract terms excluding any Changes properly opted out by Customer. This paragraph states Customer's sole and exclusive remedy for any Changes. Notwithstanding anything to the contrary in this Agreement, Starry may make Changes that it deems are minor or concern products or services which are not currently under contract with Customer, and such updates shall be deemed effective after the update is posted online, with or without actual notice to Customer. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, and State public utility commission rules, as required.

37. Miscellaneous. This Agreement with Customer includes the terms and conditions set forth in the SOA or other agreement incorporating these Terms and Conditions, whichever is applicable, these Terms and Conditions, and any other documents referenced in the Agreement or otherwise executed by the parties. The aforementioned documents constitute the entire agreement between Starry and Customer for the Services and Starry Equipment. In the event of any conflict between these Terms and Conditions and any terms and conditions in the SOA or any other written agreement in which these Terms and Conditions are incorporated, whichever is applicable, these Terms and Conditions shall control. If any term of this Agreement is, to any extent, illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement and the obligations of the parties shall be subject to modification by Starry to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. Customer agrees that State and Federal regulations may apply to Services and that, in the event of any change to such regulations, Services may be modified to be consistent with, and Customer's use of Services must be consistent with, such regulations. Except as otherwise provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. The relationship created between the parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed created hereunder. There are no third party beneficiaries to this Agreement, except as expressly provided in this Agreement. Except as expressly set forth in this Agreement, neither party shall use, publicize, or issue any press release which includes the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates, without the prior written consent of such other party.

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