

WIRELESS SERVICES RIDER

This Wireless Services Rider (the “Rider”) is attached to and incorporated into the Internet Terms of Service (the “Terms of Service”) under Paragraph 1 of the Terms of Service, and notice is hereby provided by the posting of this Rider on the Comcell webpage in accordance with Paragraph 16 of the Terms of Service. Any capitalized terms used but not defined herein shall have the meaning assigned to them in the Terms of Service.

This Rider applies to all active applications for provision of Wireless Services (as defined below) by Community Telephone Company, Inc. and/or its wholly owned subsidiary, Comcell, Inc. (collectively, “Comcell,” “we,” or “us”) to its customer(s) (“you”).

IMPORTANT: THIS RIDER AFFECTS YOUR LEGAL RIGHTS. PARAGRAPH 4 OF THIS RIDER CONTAINS A WAIVER AND RELEASE OF CLAIMS BY YOU, DISCHARGING COMCELL OF CERTAIN LIABILITIES. THE FOREGOING SHOULD BE READ CAREFULLY ALONG WITH THE REMAINING TERMS OF THIS RIDER.

YOUR SUBSCRIPTION TO, PAYMENT FOR, OR USE OF THE WIRELESS SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THIS RIDER. FOR CLARITY, ANY LANDLORD / PROPERTY OWNER SIGNING A WIRELESS SERVICE APPLICATION WILL ALSO BE BOUND BY THE TERMS OF THIS RIDER, INCLUDING, WITHOUT LIMITATION, THE WAIVER, ASSUMPTION OF RISK, AND INDEMNIFICATION TERMS, AS IF THE LANDLORD/PROPERTY OWNER WAS COMCELL’S CUSTOMER HEREUNDER.

- 1. Applicability.** Without limiting the generality of the Terms of Service, this Rider applies specifically to the provision of wireless internet services by Comcell (the “Wireless Services”) under an executed and accepted Application for Wireless Services (“Application”). For the avoidance of doubt, the Wireless Services are “Services” as defined by the Terms of Service. In the event of any conflict between the Terms of Service and the terms of this Rider with respect to the Wireless Services, this Rider will control. Subject to the foregoing, this Rider will not in any way limit the applicability of the Terms of Service with respect to the Wireless Services.
- 2. Access and Tower Installation.** Provision of the Wireless Services may require Comcell to install a tower (“Tower”) on the property identified by you in your Application (the “Site”) to send and receive wireless internet signals. You understand and agree that, in such case, the Site will be used by Comcell for the purpose of installing, removing, replacing, maintaining and operating, at its expense, the Tower and tower system, including, antenna equipment, cable wiring, possible backup power sources (including generators and fuel storage tanks), and related Equipment as applicable. You agree to allow all such installation(s) as determined by Comcell to be necessary for the provision of Wireless Service, to allow such removal(s), replacement(s), maintenance, and operations as determined by Comcell to be necessary from time-to-time, and to provide all required access to the Site for purposes of the foregoing.
- 3. Removal of Tower.** You understand and agree that the Tower is expressly considered “Equipment” as defined by the Terms of Service. Following the expiration or earlier termination of your Wireless Services subscription, Comcell may remove the Tower and any associated Equipment and in such case will use commercially reasonable efforts to restore the Site to its original condition, reasonable wear and tear and casualty damage excepted. You agree and acknowledge that the Tower and other Equipment shall remain the personal property of Comcell and that we shall have the right to remove the same at any time, whether or not said items are considered fixtures and attachments to real property under applicable laws. In lieu of

removing the Tower Comcell may, in its sole discretion, abandon the Tower in place, in which case the Tower shall be considered abandoned in place effective as of the date of such determination by Comcell.

- 4. WAIVER AND ASSUMPTION OF RISK.** IN ADDITION TO THE LIMITATIONS OF LIABILITY OUTLINED IN THE TERMS OF SERVICE, YOU EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THE INSTALLTION, OPERATION, AND PRESENCE OF THE TOWER ON THE SITE. BY AGREEING TO RECEIVE THE WIRELESS SERVICE, YOU UNDERSTAND AND AGREE THAT COMCELL NOR ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, OR LICENSORS SHALL BE LIABLE FOR ANY LOSSES, INJURIES, DAMAGES, OR DEATH THAT YOU OR ANY OTHER PERSON ON THE SITE MAY SUSTAIN AS A RESULT OF THE ISNTALLATION OF THE TOWER, THE TOWER'S PRESENCE ON THE SITE, OR ANY PERSON'S ACTIONS RELATING TO THE TOWER, INCLUDING BUT NOT LIMITED TO CLIMBING ON THE TOWER, ATTEMPTING TO MOVE OR REMOVE THE TOWER, INTERFERING IN ANY WAY WITH THE TOWER'S OPERATION OR EQUIPMENT CONNECTED TO THE TOWER, OR CONNECTING EQUIPMENT NOT PROVIDED OR APPROVED BY COMCELL TO THE TOWER. THE FOREGOING SHALL ALSO APPLY TO ANY LOSSES, INJURIES, DAMAGES, OR DEATH CAUSED BY THE TOWER, INCLUDING AS A RESULT OF ANY INTERFERENCE OR ATTEMPTED MODIFICATION BY YOU OR OTHERS OR EVENTS BEYOND COMCELL'S REASONABLE CONTROL, SUCH AS WEATHER EVENTS. YOU HEREBY WAIVE ANY AND ALL LIABILITY OF COMCELL AND ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, OR LICENSORS FOR ANY LOSSES, INJURIES, OR DEATH ARISING OUT OF OR RELATED TO THE TOWER AND/OR YOUR ACTIONS RELATING TO IT.
- 5. Indemnification.** You agree to indemnify Comcell and its affiliates, employees, contractors, agents, and licensors to the fullest extent permitted by law from any claim or demand, including reasonable attorney's fees, made by any third party arising out of any loss, injury, damage, or death caused by the Tower or any person's actions relating to the Tower as described in Paragraph 4 above.
- 6. Terms of Tower Sale.** In some circumstances, Comcell may allow you to purchase a Tower in lieu of paying Tower rent over the term of your Wireless Services subscription. In this case, Comcell may require you to execute a bill of sale or similar transfer acknowledgement reflecting the transfer of Tower ownership to you. Unless otherwise agreed in writing, the purchase price for the Tower will be due in full on the day ownership of the Tower transfers to you (i.e. the day you execute the bill of sale or other transfer acknowledgement). ALL TOWER SALES ARE FINAL AND ARE MADE "AS IS" "WHERE IS" "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, WITH ALL REPRESENTATIONS AND/OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, BEING EXPRESSLY DISCLAIMED BY COMCELL AND WAIVED BY YOU. Once Tower ownership transfers to you, you are responsible for keeping the Tower in a condition suitable for Comcell's use in providing Wireless Services and agree that Comcell will continue to have the access and other rights set forth in this Rider for purposes of providing Wireless Services. If you fail to keep the Tower in its required condition or if you deny or restrict Comcell's access to the Tower or other portions of the Site as needed to provide Wireless Services, Comcell may suspend or terminate your Wireless Services (and/or other Comcell-provisioned services) with no notice to you. Additionally, if you fail to keep the Tower in its required condition, Comcell may, in its sole discretion, undertake maintenance and repair activities as necessary to continue its provision of Wireless Services and in this case will be entitled to charge the cost of any such activities (including reasonable overhead) to you. For clarity, the provisions of Paragraphs 4 and 5 will continue to apply to any Tower transferred to you. In addition, you agree to indemnify Comcell and its affiliates, employees, contractors, agents, and licensors to the fullest extent permitted by law from any cost incurred by Comcell to maintain or repair the Tower following transfer to you or to any

property damage or personal injury to anyone, including, without limitation, Comcell's employees or contractors following transfer of the Tower to you.

7. **Survival.** In addition to the provisions of the Terms of Service which survive under Paragraph 15.h thereof, Paragraphs 3, 4, 5, and, to the extent applicable, 6 of this Rider shall also survive the expiration or earlier termination of your Wireless Services.