



**Schedule B21 – Service Description
Comwave Business TV**

1. Service Name:

Comwave Business TV

2. Service Term

All services under this schedule shall individually each be on a 5 year term from the date of installation of each Set-Top box. Upon each expiration, the term shall renew automatically for an additional term equal to the Service Term listed herein (each a “Renewal Service Term”) unless the Service is terminated at the end of the Service Term or at the end of any Renewal Service Term by a Party notifying the other in writing of such intention no later than ninety (90) days prior to the end of the Initial Service Term or Renewal Service Term, as the case may be. At the end of each Renewal Service Term, an additional Renewal Service Term will commence unless the Service is terminated in accordance with the foregoing.

3. Service Summary:

Keep your customers and team engaged with the ultimate television experience for businesses. Whether you run an office, delicatessen, or hair salon, keep your customers engaged and entertained with the ultimate television experience. Comwave Business TV Comwave set-top box plugs into your TV utilizing an HDMI cable and connects to the Comwave network over LAN or WiFi.

4. Service Specifications:

One Set-top box per television. Requires Comwave internet over a LAN connection or WiFi. Display only the channels you want via the parental controls in the Menu. Includes YouTube App, TV screen protection with built in screen saver and auto shut-off with no activity.

Features:

- **Parental Controls:** Select based on ratings, lock channels, and prevent purchases
- **Favorites:** Select the channels that will display in the guide.
- **YouTube:** Watch YouTube on your TV.
- **Guide:** Two weeks of all shows are displayed.
- **Automatic Updates:** The Set-Top box will continuously update itself when new software is available.

5. Standard Pricing:

Monthly Recurring Charges

Comwave Business TV Basic: \$29.95

Activation Installation Charges and Fees

A one-time Activation Fee shall apply for each Set-Top box

Service Change	Fee
Order cancellation within 24 hours of the Service Order	No Charge



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6. Service Responsibilities:

Comwave Shall:

- Supply, set-top box along with remote, and HDMI cable
- Maintain Comwave Business TV network.
- Support when issues are reported
- Assist Customer's Technical Contact(s) in resolving problems relating to TV signals.

Customer Shall:

- Ensure that a Comwave Internet connection is available and has been installed
- Make all the necessary connections to install the Set-Top box
- Be responsible for the Comwave Set-Top box and its safe return in resalable condition upon demand by Comwave.

7. Disclaimer & Terms:

COMWAVE TV IS PROVIDED ON AN "AS IS" BASIS AND COMWAVE MAKES NO REPRESENTATIONS OR WARRANTIES, AND COMWAVE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR SYSTEMS INTEGRATION. WITHOUT LIMITING THE FOREGOING, COMWAVE MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE AS TO THE UTM'S USE OR PERFORMANCE AND DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE OPERATION OF THE UTM WILL BE FAILSAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS OR THAT THE UTM WILL PROTECT AGAINST ALL POSSIBLE THREATS.

WITHOUT LIMITING ANYTHING ELSE, COMWAVE HAS NO RESPONSIBILITY FOR, AND YOU WILL INDEMNIFY AND HOLD HARMLESS COMWAVE FROM, ALL CLAIMS, SUITS, DEMANDS, AND PROCEEDINGS ALLEGING, CLAIMING, SEEKING, OR ASSERTING, ANY LIABILITY, LOSS, OBLIGATION, RISK, COST, DAMAGE, AWARD, PENALTY, SETTLEMENT, JUDGMENT, FINE, OR EXPENSES (INCLUDING ATTORNEYS FEES) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICES DESCRIBED HEREIN.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, NEGLIGENCE, CONTRACT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND, LOSS OF GOODWILL, LOSS OF PERSONNEL SALARIES, LOST PROFITS OR REVENUE, DAMAGES DUE TO WORK STOPPAGE AND/OR COMPUTER FAILURE OR MALFUNCTION, AND/OR COSTS OF PROCURING SUBSTITUTE UTM OR SERVICES, WHETHER OR NOT FORESEEABLE, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED BY THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES. b) REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT AND/OR ANY OTHER LEGAL THEORY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER EXCEED THE AMOUNT OF SIX (6) MONTHS MONTHLY FEES PAID UNDER THIS SCHEDULE DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM. FOR THE SERVICES DESCRIBED HEREIN, THE TERMS OF THIS SCHEDULE SHALL PREVAIL IN THE EVENT OF A CONFLICT WITH ANY OTHER TERMS IN THIS AGREEMENT. YOU MAY NOT USE THIS SERVICE TO REBROADCAST IN A PUBLIC VENUE WHERE MORE THAN THREE PEOPLE MAY BE WATCHING AT ONE TIME. OTHER TERMS

OTHER TERMS:

For the latest terms which may be updated from time-to-time without further notice to you are available online at comwave.net/terms.



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8. Service Level Objectives:

Support Response

- Channels missing or not functioning: Best efforts next business day subject to content provider, fiber optic connections, satellite and network transit.
- Administration Issues: 9am-5pm EST Monday-Fri