

## MCCORMACK INTERNET EQUIPMENT PROTECTION PLAN

### Agreement

McCormack Online agrees to provide, and the Customer agrees to accept, the Internet Protection Plan Agreement at the Customer address specified on this Agreement and/or on the equipment listed. The services provided will be billed at the monthly rates specified. The terms and conditions governing the provision of the services by McCormack are set forth below in this Agreement.

The Internet Protection Plan provides parts, labor, service, and maintenance coverage on-site and remotely. Repairs and/or replacements on modems and/or routers will be performed during McCormack's normal working hours only. Customer agrees that McCormack is the owner of the equipment and/or products provided under this Agreement.

#### Fees, Payment, and Service Information

**Billing** Customer shall pay all fees for the Internet Protection Plan, as well as all associated taxes and fees, including late payment charges, as stated on your monthly McCormack/Ellington Telecom bill. **12-Month Prepayment** In certain instances, a 12-month non-refundable prepayment may be required in order to establish the Internet Protection Plan. This prepayment will be credited back to customer's account at equal monthly intervals for 12 consecutive months. **Service and/or Plan Discontinuance** Discontinuance of service will result in forfeiture of prepayment. Customer may become ineligible for the Internet Equipment Protection Plan if McCormack does not receive timely payment for services, and/or if McCormack/Ellington Telecom is not providing telephone or internet service to the Customer. All McCormack-owned equipment must be returned at the time Customer's service is terminated. A McCormack Customer Service Representative will advise Customer on what equipment should be returned to the Business Office. Customer understands failure to return McCormack-owned equipment will result in a charge on Customer's bill for the value of the equipment placed on Customer's premises. The Internet Equipment Protection Plan is optional and Customer may discontinue the Plan at any time by providing notice to the McCormack/Ellington Telecom Business Office. All McCormack-owned equipment must be returned at the time Customer requests Plan discontinuance. Failure to return McCormack-owned equipment will result in a charge on the Customer's bill for the value of the equipment placed on Customer's premises. Customer's notice of discontinuance of Plan may result in forfeiture of Plan prepayment, if applicable.

This Agreement may change from time to time and that any such changes shall be effective immediately upon posting at [www.mccormacksolutions.com](http://www.mccormacksolutions.com).

#### Plan Information

##### What is COVERED Under the Internet Protection Plan?

- Onsite and/or remote support and troubleshooting, modem and/or router repair or replacement (due to normal equipment wear and tear, Acts of God, and/or malfunction), and optimization and performance management on equipment performed free-of-charge for customers enrolled in the plan prior to the malfunction occurrence or service call.
- Only a McCormack pre-approved modem and/or router is eligible for plan coverage.

##### What is NOT COVERED under the Internet Protection Plan?

- Equipment malfunction resulting from negligence, abuse or accident on the part of the Customer is not covered under the plan. Damage due to natural disasters or due to abuse or neglect caused by you, your visitors, occupants or animals. In such cases, normal hourly rate and trip charges will apply and will become the Customer's responsibility.
- Improper or failed self-installation of equipment, including but not limited to, improper connections to and from McCormack-owned equipment, incorrect configuration of the equipment and/or connected device (PC, tablet, mobile, phone, etc.) and/or any other like actions on the part of the service subscriber that result in the need for an onsite service call. In such cases, the plan participant will be subject to and responsible for applicable installation charges and/or normal hourly rate and trip charges, depending on the nature of the repair service required.
- Maintenance, repair, or replacement of equipment not pre-approved, owned, or issued by McCormack. Participant will be subject to and responsible for applicable charges and/or normal hourly rate and trip charges, depending on the nature of the repair service required.
- Repair and/or replacement of inside premise wiring that is NOT directly connected to McCormack equipment. (Contact the McCormack/Ellington Telecom Business Office for Information on the Inside Wire Maintenance Plan)
- Onsite service visits outside McCormack/Ellington Telecom's normal business operating hours.