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October 1, 2019

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

**RE: Petition of Velocity.Net Communications, Inc. For Designation as an Eligible
Telecommunications Carrier**
Docket No. P-2018-3006180

Dear Secretary Chiavetta:

Enclosed please find the responses of Velocity.Net Communications, Inc. to the Bureau of Consumer Services data requests, Set II in the above-captioned matter.

Should you have any questions, please feel free to contact me.

Best Regards,

STEVENS & LEE



Michael A. Gruin

Enclosure

cc: Tiffany Tran, Esq., (via Email)
Theresa Mingarell, BCS (via email)

Petition of Velocity.Net Communications, Inc. for Designation as an Eligible
Telecommunications Carrier, Docket No. P-2018-3006180

Responses to Bureau of Consumer Services
Data Request Set 2

LIFELINE

A-1. Pg. 1: It is imperative that VNCI demonstrate compliance with the requirements of ETC status for both high-cost and low-income support. The Bureau of Consumer Services seeks to ascertain that Lifeline applicants and subscribers are afforded accurate information to make informed decisions. VNCI can incorporate terms of service specific to Lifeline in the current Residential Service Subscriber Agreement; prepare separate terms of service for Lifeline applicants/subscribers; or create an addendum to the Residential Service Subscriber Agreement.

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

See proposed Lifeline Addendum to Subscriber Agreement, attached hereto as Exhibit 1. See also updated Residential Subscriber Agreement, incorporating changes suggested by BCS staff, attached hereto as Exhibit 2.

A-2. Page 2, Number 5: Please explain how standalone voice customers will receive monthly bills as well as other notifications. Please clarify this in VNCI's terms of service for Lifeline applicants/subscribers. 52 Pa. Code Section 53.85 prohibits a company from charging a fee for furnishing a paper bill for service.

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

Standalone voice customers will have the option to receive monthly bills electronically or by U.S. Mail, upon request. No fee will be charged for furnishing a paper bill.

A-3. Page 2, Number 8: Pennsylvania enters the National Verify hard launch beginning 3/5/19. All electronic and paper applications are to be processed through the National Verifier. The applicant must physically e-sign an application for Lifeline whether entered by the applicant or company staff. Please visit - <https://www.usac.org/li/tools/national-verifier/training-and-support.aspx>

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

VNCI understands

A-4. Page 3, Number 9: Please clarify this in VNCI's terms of service for Lifeline applicants/subscribers.

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

See attached proposed Lifeline Addendum to Subscriber Agreement

A-5. Page 3, Number 10: The FCC eliminated port freeze requirements in FCC 17-155 released in 1/01/2017. In Pennsylvania, a new service provider is responsible for coordinating a migration order of a customer's local service. Please see 52 Pa. Code Chapter 65, Subchapter M. Customers do not terminate voice prior to placing a transfer/port order with a new provider. This will cause the customer's telephone number to become unavailable. Please remove this from Velocity's Residential Service Subscriber Agreement. Do disclose the circumstances that could cause a loss of telephone number when switching from one provider to another, i.e. when the Optical Network Terminal or phone is not activated on the port effective date.

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

See attached proposed Lifeline Addendum to Subscriber Agreement

ADVERTISEMENT/MARKETING

B-1. Page 4, Number 1: The Pennsylvania Department of Human Services established an automated process with the National Verifier to assist with qualification. All applications for Lifeline are approved by the National Verifier. For current Lifeline program rules that include eligibility per qualifying household member, recertification, de-enrollment, etc., please visit - <https://www.usac.org/li/tools/national-verifier/training-and-support.aspx>

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

VNCI understands

B-2. Page 5, Number 1 (continued): All marketing materials are to include standalone voice as well as promote the availability of Lifeline. Please revise and resubmit.

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

See revised marketing materials, attached hereto as Exhibit 3

B-3. Page 5, Number 2: Please copy BCS at PAPUC-Telco@pa.gov regarding any changes and/or updates to Lifeline service offerings.

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

VNCI will copy BCS at PAPUC-Telco@pa.gov regarding any changes and/or updates to Lifeline service offerings.

B-4. Page 6, Number 4: All marketing materials are to include standalone voice as well as promote the availability of Lifeline. Please revise and resubmit.

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

See attached revised marketing materials

EQUIPMENT

C-1. Page 7, Number 1: Per 47 C.F.R. Section 54.408(f), devices provided to consumers are to be Wi-Fi enabled.

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

VNCI understands

GENERAL

D-1 Page 8, Number 2: "0169" is an operating company number. The local calling exchange follows the area code. Is it possible that a customer will be assigned a telephone number that could be a toll call when called from within the local calling area?

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

No

D-2. Page 8, Number 5: Per VNCI's limitations of 911/E911 service, and per 47 C.F.R. Section 9.5(e)(3) does VNCI distribute warning stickers or other appropriate labels warning subscriber if E911 service may be limited? Please provide a sample.

Response: Sponsored by Matthew Wiertel, Director of Sales and Marketing

For customers who order a standalone Lifeline voice product, VNCI will provision the standalone voice service with fiber to the home, but there would be no internet service

accompanying the standalone voice product. VNCI issues battery backup to all of its phone customers. The batteries power the ONT and allow customers to receive voice service for up to 8 hours during a power outage. VNCI has historically distributed labels to customers to inform them of potential limitation. See sample label attached hereto as Exhibit 4.

EXHIBIT 1

VNCI Lifeline Addendum for Residential Voice Service Subscriber Agreement

This Addendum sets forth the additional terms and conditions that apply to customers who receive Lifeline services from VNCI. Lifeline is a federal government assistance program.

Eligibility/Recertification

Lifeline service is available to qualified residential customers.

Service is limited to one service per qualified household.

Customers may qualify for Lifeline Service if their household income level is at or below 135% Federal Poverty Income Guidelines for a household of that size; or if a household member receives benefits from one of the following federal assistance programs: - Supplemental Security Income (SSI); - Medicaid - Supplemental Nutrition Assistance Program (SNAP); Federal Public Housing Assistance -Veteran's Pension or Survivor's Pension Benefit.; In addition, to qualify an applicant must not already be receiving a Lifeline service, and there must not be anyone else in the applicant's household subscribed to a Lifeline service.

VNCI will independently certify an applicant's eligibility for Lifeline servicethrough the National Lifeline Accountability Database. VNCI is required to annually certify all Lifeline participants to ensure continued eligibility in accordance with the Lifeline regulations If VNCI has a reasonable basis to believe that a Lifeline subscriber no longer meets the criteria to be considered a qualifying low-income consumer VNCI will notify the customer and follow the appropriate procedures under the Lifeline regulations.

Lifeline customers have the responsibility to notify the VNCI within thirty (30) days of a change in eligibility status if they no longer qualify for Lifeline Service. Lifeline customers must inform VNCI within thirty (30) days if they move to a new address

Pricing

Monthly pricing for Lifeline services is listed below. Listed pricing does not include any applicable Federal, State, or Local Taxes and Fees.

Fiber Optic Internet	Telephone Service
\$60.00 / 300 Mb x 300 Mb	\$10.00 / Month (Unlimited Local and Long Distance)*
\$70.00 / 500 Mb x 500 mb	\$39.95 / Month (Unlimited Local and Long Distance)**
\$80.00 / 1 Gb x 1 Gb	

*Telephone service bundled with Internet Service will be charged at the rate of \$10.00 per month per line. (Plus Taxes and Fees)

**Unbundled (Lifeline) Service that is provided as a standalone offering without Internet Service will be offered at the rate of \$39.95 per line. (Plus Taxes and Fees).

Billing

Lifeline customers will have the option to receive monthly bills and other notices required by law electronically or by U.S. Mail, upon request. No fee will be charged for furnishing a paper bill or electronic bill.

Deposits/Fees

Lifeline customers are not required to pay any deposits in order to establish or maintain service. VNCI does not charge installation fees for standard service drop installations and to activate telephone service. VNCI will not charge any fees to Lifeline applicants to enroll or receive service, other than the charges for monthly telephone service. VNCI does not charge any early termination fee.

Contact Information:

VNCI
121 West 10th Street
Erie, PA 16501
(814) 636-1500

Pennsylvania Public Utility Commission
Bureau of Consumer Services
PO Box 3265
Harrisburg, PA 17105-3265
1-800-692-7380

USAC Lifeline Support Center
P.O. Box 7081
London, KY 40742
1-800 234-9473

EXHIBIT 2

Exhibit A - VNCI Residential Service Subscriber Agreement

Introduction

(a) This Agreement, the accompanying Work Order, and VNCI's tariff (collectively, the "Agreement") sets forth the terms and conditions under which VNCI, together with any of its affiliates and/or distribution partners (collectively, "VNCI" or "we"), agrees to provide the Services described herein. The account holder(s) referred to on the accompanying VNCI Work Order or statement ("I," "me," "my," "you," or "your") agrees that this Agreement sets forth the terms and conditions that govern my receipt of Services from VNCI, which may include, among others, cable, high-speed data, local telephone, long distance and voice-over-Internet-protocol telephone Services. By using the Service(s), you (i) agree to abide by, and require others using the Services via your account to abide by the terms of this Agreement, and (ii) represent and warrant that you are at least 18 years of age. If you do not agree with the foregoing, you may not use the Services and must return any installation software, equipment, and all associated materials to VNCI. This Agreement takes effect on the date on which you accept this Agreement, and continues until your subscription is terminated.

(b) VNCI reserves the right to modify the terms of this Agreement and/or prices for the Services and may discontinue or revise any or all other aspects of the Services in its sole discretion at any time by posting changes online. An online version of this Agreement, as so changed from time to time, will be accessible at www.velocity.net, www.vnetfiber.com, or another online location designated by VNCI, or can be obtained by calling your local VNCI office. Your continued use of the Services after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by VNCI.

(c) VNCI will provide notice of any significant change(s) in this Agreement. Any such changes shall become effective immediately except where applicable law requires a notice period, in which case the change will become effective at the end of the requisite notice period. Upon effectiveness of any change to any of these documents, your continued use of the Services will constitute your consent to such change and your agreement to be bound by the terms of the document as so changed. If you do not agree to any such change, you will cease using the Services and notify VNCI that you are terminating your account.

In consideration of VNCI's provision of the Services that you have requested, subject to applicable law, YOU AGREE AS FOLLOWS:

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY VNCI CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

1. Definitions

(a) "Agreement" means this Services Subscriber Agreement, as it may be amended from time to time by VNCI, the accompanying Work Order, the corresponding Terms of Use and the related Price List(s).

(b) "IPTV Service" means video and/or audio programming Services such as basic, standard, digital and premium Services, Services provided on a per-channel or per-program basis, pay-per-play, pay-per-view or VOD.

(c) "Computer" means the personal computer(s) located at my residence that will be used to access the INTERNET Service, as specified on the accompanying Work Order.

(d) "Customer Equipment" means any equipment provided by me including, but not limited to, a phone handset or equivalent, phone inside wire and outlets, a powered electrical outlet, and any other equipment provided by me for use in connection with the Services under this Agreement.

(e) "DVR" means a set-top box or other device enabled with a digital video recorder that is provided to me by VNCI.

(f) "INTERNET Service" and "High Speed Data Service" mean the online content, features, functions and Services (which may include Internet access) of the Internet Service Provider ("ISP") (or Online Provider "(OLP)") selected by me, as provided over VNCI's facilities.

(g) "Including" or "include" shall mean inclusion, without limitation.

(h) "ISP" means the Internet service provider selected by me from among those offered now or in the future by VNCI for the INTERNET Service.

(i) "Local Telephone Service" and "Long Distance Telephone Service" are set forth in the VNCI tariffs on file with the appropriate federal and/or state regulatory agencies. In the event a question arises requiring an interpretation of the terms of service in this Agreement, the provisions found in the tariff will take precedence.

(j) "Me," "My," and "I" mean the account holder identified on the Work Order who is authorized by VNCI to access and use the Services.

(k) "ONT" means Optical Network Terminal.

(l) "On-line Provider" or "OLP" means a provider of on-line content, features, functions and Services that are used in conjunction with my ISP Service (and whose service may be purchased with an ISP Service as part of a combined offering) but that does not itself provide Internet connectivity.

(m) "Price List(s)" means the prices, as maintained pursuant to a pricing schedule that may be updated from time to time, for which VNCI offers Service in my jurisdiction.

(n) "Service" or "Services" means that service or those services provided to me by VNCI, which may include IPTV Service, High Speed Data Service, Local Telephone Service, Long Distance Service, VoIP Service and equipment based Services such as digital video recorder (DVR) Services.

(o) "Software" means the computer software, if any, licensed by ISP or OLP to me to access the INTERNET Service, or licensed by VNCI to me to facilitate installation or use of my ISP's service or any other Services. Software also refers to any executable code that may be included in, downloaded to, or utilized by, any VNCI Equipment.

(p) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by VNCI or any third party (including my ISP or OLP) regarding use of the Services.

(q) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 14 as it may be amended from time to time by VNCI.

(r) "Terms of Use" shall mean all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by VNCI regarding permissible or impermissible uses of or activities related to, the INTERNET Service.

(s) "VNCI", "VNCI Fiber", "Velocity Network, Inc.", "Velocity.Net Communications, Inc.", "Velocity.Net Video, Inc.", or "we" means Velocity Network, Inc. d/b/a VNCI Fiber and any of its affiliates and subsidiaries and their respective directors, officers, employees and agents, or any person or entity to whom VNCI assigns this Agreement.

(t) "VNCI Equipment" means any equipment provided by VNCI to me including, but not limited to, wire, cable, cable conduit, splitters, junction boxes, converter boxes (also known as "set top" boxes), decoders, terminals, ONT's, remote control units, multimedia terminal adapter ("ONT") and any other equipment or materials provided to me by VNCI for use in connection with the receipt of Services.

(u) "VOD" means video on demand.

(v) "VoIP Service" means the provision of access to VNCI's Internet Protocol voice network and the public switched telephone network for the purpose of making and receiving local and/or long distance telephone calls and to access additional features and functions through VNCI's network.

(w) "Work Order" means the VNCI work order provided to me in connection with the installation or commencement of my Service(s).

2. Important Information Concerning This Agreement

(a) This Agreement, as it may be amended from time to time, constitutes the entire agreement between VNCI and me. This Agreement supersedes all previous written or oral agreements between VNCI and me. I am not entitled to rely on any oral or written statements by VNCI's representatives relating to the subjects covered by these documents, whether made prior to the date of my Work Order or thereafter, and VNCI will have no liability to me except in respect of its obligations as described in this Agreement and the other documents referred to above. The use of my Services by any person other than me is also subject to the terms of this Agreement.

(b) VNCI has the right to add to, modify, or delete any term of this Agreement at any time. An online version of this Agreement, the Terms of Use, the Subscriber Privacy Notice and any applicable Price List(s), as so changed from time to time, will be accessible at www.velocity.net, www.VNCIfiber.com, or another online location designated by VNCI, or can be obtained by calling my local VNCI office.

(c) VNCI will notify me of any significant change(s) in this Agreement. Any such changes shall become effective immediately except where applicable law requires a notice period, in which case the change will become effective at the end of the requisite notice period. Upon effectiveness of any change to any of these documents, my continued use of the Services will constitute my consent to such change and my agreement to be bound by the terms of the document as so changed. If I do not agree to any such change, I will immediately stop using the Services and notify VNCI that I am terminating my Services account.

(d) My acceptance of Services constitutes my acceptance of the terms and conditions contained in this Agreement. In the event that a portion of my Services is terminated, or any aspect of it is changed, any remaining service or replacement service will continue to be governed by this Agreement.

3. Payment; Charges

(a) I agree to pay VNCI for (i) all use of my Services (ii) installation and applicable IPTV Service charges, (iii) VNCI Equipment, and (iv) all applicable local, state and federal fees, surcharges, and taxes. Charges for the Services are the sum of a base price as set forth on the applicable Price List(s) that I have received or have access to. I will be billed monthly in advance for recurring monthly charges. Other charges will be billed in the next practicable monthly billing cycle following use, or as otherwise specified in the applicable Price List(s). VNCI may change both the fees and the types of charges (e.g., periodic, time-based, use-based) for my Services. If I participate in a promotional offer that requires a minimum time commitment and I terminate early, I agree that I am responsible for early termination fees associated with such promotion.

(b) If I receive VoIP Service, the fees and charges for VoIP Service begin to accrue on the Billing Commencement Date. I understand that if VNCI installs my ONT, the Billing Commencement Date is the day of installation. I understand that if I self-install an ONT that VNCI has shipped to me, the Billing Commencement Date is the earlier of (i) the day I install the ONT or (ii) five (5) days after the shipment

date. I understand that if I self-install an ONT that I obtained from a source other than VNCI, the Billing Commencement Date is the day my order for Service is entered into VNCI's systems. The option to self-install an ONT and/or to use a non-VNCI-supplied ONT is subject to availability.

(c) Charges for installation of Services and related equipment available from VNCI for a standard Services installation are as described in the applicable Price List(s). VNCI does not charge an installation fee for standard residential Service. Non-standard installations, if available, may result in additional charges as described in the applicable Price List(s). In addition, I agree to pay charges for repair service calls resulting from my misuse of VNCI Equipment or for failures in equipment not supplied by VNCI.

(d) If my Services account is past due and VNCI sends a collector to my premises, a field collection fee may be charged. The current field collection fee is on the price list or can be provided on request. I will also be responsible for all other expenses (including reasonable attorneys' fees and costs) incurred by VNCI in collecting any amounts due under this Agreement and not paid by me.

(e) All charges are payable on the due date specified, or as otherwise indicated, on my bill. I agree that late charges may be assessed, subject to applicable law, on amounts that are past due. My failure to deliver payment by the due date is a breach of this Agreement. The current late fees are on the price list or can be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. VNCI reserves the right to change the late fees.

(f) I agree that if my Services account with VNCI is past due, VNCI may terminate any of my Services or accounts, including VoIP Service, in accordance with applicable law. If I have a credit due to me or a deposit is being held on any account with VNCI, I agree that the credit or deposit may be used to offset amounts past due on any other account I may have with VNCI without notice to me. To reconnect any terminated Services, I may be required, in addition to payment of all outstanding balances on all accounts with VNCI, to pay reconnect charges or trip charges (where applicable) and/or security deposits before

reconnection. VNCI does not require security deposits for new residential customers or for Lifeline applicants or customers.

(g) For commercial customers, VNCI may verify an applicant's credit standing with credit reporting agencies and require a deposit based on the credit standing or other applicable criteria. VNCI may require a security deposit, or a bank or credit card or account debit authorization from a commercial customer as a condition of providing or continuing to provide Services. If VNCI requires a security deposit, the obligations of VNCI regarding such security deposit will be governed by the terms of the deposit receipt provided by VNCI to me at the time the deposit is collected. I agree that VNCI may deduct amounts from my security deposit, bill any bank or credit card submitted by me, or utilize any other means of payment available to VNCI, for any past due amounts payable by me to VNCI, including in respect of damaged or unreturned Equipment.

(h) If I have elected to be billed by credit card, debit card or ACH transfer, I agree that I will automatically be billed each month for any amounts due under this Agreement. If I make payment by check, I authorize VNCI and its agents to collect this item electronically. VNCI may charge fees for all returned checks and account debit, bank card or charge card charge-backs. The current return/charge-back fees are listed in the list of charges on the applicable Price List(s) or can be provided on request. VNCI reserves the right to change return/charge-back fees.

(i) If I subscribe to INTERNET Service, I acknowledge that, even if VNCI is billing for the INTERNET Service, my ISP or OLP may require a bank or credit card or account debit authorization or other assurance of payment from me, including for charges for additional or continuing Services outside the INTERNET Service billed by VNCI that are payable under the ISP Terms. I agree that VNCI or ISP (and, if applicable, OLP) may bill any bank or credit card submitted by me to ISP or OLP, or utilize any other means of payment available to ISP or OLP for any past due amounts payable by me to VNCI. I also

agree that responsibility for billing for my INTERNET Service subscription may be changed between VNCI and ISP or OLP upon notice to me.

(j) All use of my Services, whether or not authorized by me, will be deemed my use and I will be responsible in all respects for all such use, including for payment of all charges attributable to my account (e.g., for VOD movies, merchandise ordered via Internet, international long distance charges, etc.). VNCI is entitled to assume that any communications made through my Services or from the location at which I receive the Services are my communications or have been authorized by me. I am legally responsible for all costs and charges associated with communications made through my Services or from the location at which I receive the Services whether made by me or a third party. My Services may contain or make available information, content, merchandise, products and Services provided by third parties and for which there may be charges payable to third parties (which may include my choice of ISP or OLP and/or entities affiliated with VNCI). I agree that all such charges incurred by me or attributed to my account will be my sole and exclusive responsibility and agree to pay the same when due, and shall indemnify and hold harmless the VNCI Parties for all liability for such charges. I agree that VNCI is not responsible or liable for the quality of any content, merchandise, products or Services (or the price thereof) made available to me via the Services, for the representations or warranties made by the seller or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item.

(k) I acknowledge that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services VNCI provides and, consequently, uncertainty about what fees, taxes and surcharges are due from VNCI and/or its customers. Accordingly, I agree that VNCI has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to me. I further agree to waive any claims I may have regarding VNCI's collection or remittance of such fees, taxes and surcharges. I further understand that I may obtain a list of the fees, taxes and surcharges that VNCI

currently collects or passes through by writing to VNCI at the following address and requesting same:
Velocity Network, PO Box 9008, Erie, PA 16505; Attention: Legal Department – Subscriber Tax Inquiries.

(I) I agree that it is my responsibility to report VNCI billing errors within 30 days from receipt of the bill so that service levels and all payments can be verified. If not reported within 30 days, I agree that the errors are waived.

4. Invoicing and Payment Policy (active 8/1/18)

I acknowledge that VNCI Fiber service invoice payments are due on or before the 15th of every month for commercial Service, and the 20th of each month for residential Service.

Autopay

Autopay automatically processes my payment on the tenth (10th) of each month for commercial service and the twentieth (20th) of each month for residential service.

Legacy Payment Methods

VNCI will provide a monthly invoice that will arrive via email on the 1st of every month for that month's services. (My first invoice may include a proration of the previous month's services.)

1. If payment is not made in a timely manner, late charges may apply to any outstanding balance. Partial payments shall be applied first to basic voice service in accordance with applicable regulations. Services may be disconnected for non-payment after providing notice pursuant to any applicable regulations and tariff rules.

5. Installation; Equipment and Cabling

(a) If I am not the owner of the house, apartment or other premises upon which VNCI Equipment and Software are to be installed, I warrant that I have obtained the consent of the owner of the premises for

VNCI personnel and/or its agents to enter the premises for the purposes described in Section 4(d). I agree to indemnify and hold the VNCI Parties harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees).

(b) I authorize VNCI to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. VNCI shall not be liable for any effects of normal Services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the VNCI Equipment, except for damage caused by the gross negligence or willful misconduct on the part of VNCI.

(c) The VNCI Equipment at all times shall remain the sole and exclusive personal property of VNCI, and I agree that I do not become an owner of any VNCI Equipment by virtue of the payments provided for in this Agreement or the attachment of any portion of the VNCI Equipment to my residence or otherwise. Upon termination of any Services, subject to any applicable laws or regulations, VNCI may, but shall not be obligated to, retrieve any associated VNCI Equipment not returned by me as required under Section 4(f) below. VNCI will not be deemed to have "abandoned" the VNCI Equipment if it does not retrieve such equipment.

(d) I agree to provide VNCI and its authorized agents access to my premises during regular business hours upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, alter or disconnect or remove the VNCI Equipment, to install Software, to conduct service theft audits, or to check for signal leakage. I agree that VNCI may have reasonable access to easements and VNCI Equipment located on my grounds.

(e) VNCI shall have the right to upgrade, modify and enhance VNCI Equipment and Software from time to time through "downloads" from VNCI's network or otherwise. Without limiting the foregoing, VNCI may, at

any time, employ such means to limit or increase the throughput available through individual cable modems whether or not provided by VNCI.

(f) If the Services are terminated, I agree that I have no right to possess or use the VNCI Equipment related to the terminated Services. I agree that I must arrange for the return of VNCI Equipment to VNCI, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Services. If I do not promptly return the VNCI Equipment or schedule with VNCI for its disconnection and removal, VNCI may enter any premises where the VNCI Equipment may be located for the purpose of disconnecting and retrieving the VNCI Equipment. I will pay any expense incurred by VNCI in any retrieval of the unreturned VNCI Equipment. VNCI may charge me a continuing monthly fee until any outstanding VNCI Equipment is returned, collected by VNCI or fully paid for by me in accordance with Section 4(g). The current fee is listed in the list of charges on the price list or can be provided on request.

(g) I agree to pay VNCI liquidated damages in the amount demanded by VNCI, but not to exceed that specified in the then-current Price List, for the replacement cost of the VNCI Equipment without any deduction for depreciation, wear and tear or physical condition of such VNCI Equipment if (i) I tamper with, or permit others to tamper with, VNCI Equipment, (ii) the VNCI Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such destruction, loss, or theft, or (iii) the VNCI Equipment is damaged (excluding equipment malfunction through no fault of my own) while in my possession, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such damage. I agree that these liquidated damages are reasonable in light of the problem of theft of IPTV Services; the ability of third parties to steal Services with unlawfully obtained VNCI Equipment, causing loss of revenues for installation and service fees; and the difficulty in determining the actual damages that arise from the unauthorized tampering with, loss, destruction, or theft of VNCI Equipment. I agree to return any damaged VNCI Equipment to VNCI.

(h) I agree that VNCI may place equipment and cables on my premises to facilitate the provision of Services to me and to other locations in my area. The license granted under this Section will survive the termination of this Agreement until the date that is one year from the date on which I first notify VNCI in writing that I am revoking such license.

(i) In order to use the VoIP Service, I understand I am required to provide certain equipment such as a phone handset or equivalent, phone inside wire and outlets, and a powered electrical outlet. I understand I may wish to provide a cordless phone if I live in an apartment or a similar multi-tenant dwelling. If VNCI cannot get access to my inside phone wiring, I understand that I will need a cordless phone to use VNCI's Services throughout my dwelling. To use the VoIP Service, I understand I will also need an ONT certified by VNCI. I understand that I can lease an ONT from VNCI, in which case it will be VNCI Equipment (as defined below). Or, in some areas, I understand that VNCI may permit me to use the Services with an ONT which I have purchased, in which case the ONT will be Customer Equipment. Depending on availability in my area, I understand I may have an option to install the ONT myself ("self-installation") or to have VNCI install it for me.

(j) VNCI Equipment will at all times remain the property of VNCI or its designee. I acknowledge that VNCI Equipment is merely a means for VNCI to provide me the Services and that VNCI may remove or change it at its discretion. I acknowledge that I am not to use VNCI Equipment for any purpose other than to use the Services in accordance with this Agreement. VNCI will repair and maintain all VNCI Equipment during the term of this Agreement. I acknowledge that I will not allow the VNCI Equipment to be serviced by anyone other than VNCI employees or agents. I acknowledge that I will not sell, transfer, lease, encumber, or assign all or any part of the VNCI Equipment to any third party. If any VNCI Equipment or part thereof is lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned, I agree to pay VNCI the full manufacturer's suggested retail price for its replacement, together with any incidental costs that we incur relating to its replacement. I acknowledge that I will not relocate VNCI Equipment to any other location. At my request, VNCI may relocate the VNCI Equipment within the

Premises for an additional charge, at a time agreeable to me and to VNCI. If I change residences, I understand that I must contact VNCI for information on whether the VNCI Equipment and Services can be transferred to my new residence and what the relocation will cost. If I wish to disconnect the Services, I understand I must contact VNCI for information on the necessary procedures and cost.

6. Use of Services; VNCI Equipment and Software

(a) I agree that VNCI has the right to add to, modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements). I further agree that my ISP (and, if applicable, OLP) has the right to add to, modify, or delete any aspect, feature or requirement of the Internet Service (including content, price and system requirements). If VNCI changes its equipment requirements with respect to any Services, I acknowledge that I may not be able to receive such Services utilizing my then-current equipment. Upon any such change, my continued use of Services will constitute my consent to such change and my agreement to continue to receive the relevant Services, as so changed, pursuant to this Agreement. If I participate in a promotional offer for any Service(s) that covers a specified period of time, I agree that I am assured only that I will be charged the promotional price for such Service(s) during the time specified. I agree that VNCI shall have the right to add to, modify, or delete any aspect, feature or requirement of the relevant Service(s), other than the price I am charged, during such promotional period.

(b) I agree that the Services I have requested are residential Services, offered for reasonable personal, non-commercial use only. I will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or charge others to use the Services, or any portion thereof. Among other things:

(c) If I receive IPTV Service, I agree not to use the Services for the redistribution or retransmission of programming or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to transmit or distribute the IPTV Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the

Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose. I acknowledge that programs and other materials that I receive as part of the IPTV Service remain part of the IPTV Service even if I record or capture all or a portion of any such program or material in a data file or on a hard drive, DVR or similar device.

(d) If I receive Local Telephone Service, Long Distance Telephone Service or VoIP Service, I agree not to use the Services for telemarketing, call center, medical transcription or facsimile broadcasting Services or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to make available my VoIP Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose. Also, I understand that I assume the risk of high-risk activities. I understand that VoIP Services are not represented as fail-safe. I understand they are not designed for use in situations where error-free or uninterrupted service is essential. I acknowledge that I expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment. I acknowledge that I will not service, alter, modify, or tamper with VNCI Equipment or with the VoIP Service, or permit any other person (not expressly authorized by VNCI) to do so. I agree that the ONT and VoIP Service will only be used at my service address appearing in VNCI's records. I understand and acknowledge that if I attempt to install or use the VNCI Equipment or VoIP Service at another location, the VoIP Service, including but not limited to 911/E911, may fail to function or may function improperly. I understand and acknowledge that if I move the ONT or VoIP Service to another location without complying with Section 4(k), I will be doing so in violation of this Agreement and at my own risk. I understand that if I violate any of the restrictions in Section 5(b), VNCI reserves the right to terminate VoIP Service in accordance with applicable law and the regulations of the Pennsylvania Public Utility Commission, leaving me responsible for all outstanding charges, which immediately become due and payable.

(e) VoIP Service and VNCI Equipment, including any firmware or software embedded in the VNCI Equipment or used to provide the VoIP Service, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. I understand that I am granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. I acknowledge and understand that I am not granted any other license to use the firmware or software embedded in the VNCI Equipment or used to provide the VoIP Service. I expressly agree that I will use the VNCI Equipment exclusively in connection with the VoIP Service. I acknowledge that I shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software. If I decide to use VoIP Service through an interface device not provided by VNCI, which VNCI reserves the right to prohibit in particular cases or generally, I warrant and represent that I possess all required rights to use that interface device with the VoIP Service, including all software and firmware licenses. I acknowledge that I will indemnify and hold harmless VNCI against any and all liability arising out of my use of such interface device with the VoIP Service.

(f) If I receive Internet Service, I agree not to use the Internet Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the Internet Service) or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of any form of transmitter or wide area network that enables persons or entities outside the location identified in the Work Order to use my Services, whether or not a fee is sought, will constitute an enterprise purpose. Furthermore, if I use a wireless network within my residence, I will limit wireless access to the Internet Service (by establishing and using a secure password or similar means) to the members of my household.

(g) Theft or willful damage, alteration, or destruction of VNCI Equipment, or unauthorized reception, theft or diversion of Services, or assisting such theft, diversion, or unauthorized reception is a breach of this Agreement and potentially punishable under law (including by way of statutory damages, fine and/or

imprisonment). Nothing in this Agreement, including, Section 4(g) above, shall prevent VNCI from enforcing any rights it has with respect to theft or unauthorized tampering of Services or VNCI Equipment under applicable law.

(h) I will not, nor will I allow others to, open, alter, misuse, tamper with or remove the VNCI Equipment as and where installed by VNCI or use it contrary to this Agreement. I will not, nor will I allow others to, remove any markings or labels from the VNCI Equipment indicating VNCI ownership or serial or identity numbers. I will safeguard the VNCI Equipment from loss or damage of any kind, including accidents, breakage or house fire, and will not permit anyone other than an authorized representative of VNCI to perform any work on the VNCI Equipment.

(i) I agree to be responsible for protecting the confidentiality of my screen names, passwords, personal identification numbers (PINs), parental control passwords or codes, and any other security measures made available, recommended or required by VNCI. I also acknowledge that VNCI's Services may from time to time include interactive features, the use of which may result in the transmission to, and use by, VNCI or certain third parties of information that may constitute personally identifiable information (as such term is used in the Communications Act of 1934) about me and for which VNCI may be required, under the Communications Act of 1934, to obtain my consent. I agree that VNCI may seek such consents (or indications of my election to "opt in" to certain VNCI programs) electronically, including through the use of a "click through" screen.

(j) Any such consent or opt in election communicated through my Services or from the location at which I receive the Services may be treated by VNCI as my consent or opt in election for the use of personally identifiable information.

(k) I agree that VNCI has no liability for the completeness, accuracy or truth of the programs or information it transmits.

7. Special Provisions Regarding VoIP Service

(a) CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER VoIP SERVICE OF THESE LIMITATIONS.

(b) VoIP Service includes 911/Enhanced 911 dialing ("911/E911") that may differ from the 911 or Enhanced 911 dialing furnished by other providers. As such, it may have certain limitations.

(c) I acknowledge that the voice-enabled telephone adapter used to provide VoIP Service is electrically powered and that the VoIP Service, including the ability to access 911 Services and home security and medical monitoring Services, may not operate in the event of an electrical power outage or if my broadband cable connection is disrupted or not operating. I acknowledge that, in the event of a power outage in my home, any battery included in my voice-enabled telephone adapter will enable back-up service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery does not ensure that VoIP Service will be available in all circumstances, and that performance of any battery is not guaranteed. I also acknowledge that, in the event of a loss of power that disrupts my local VNCI cable system, the battery in my voice-enabled cable modem will not provide back-up service and VoIP Service will not be available. I acknowledge and understand that my ONT may not have battery backup or another power source of its own.

(d) I agree that VNCI will not be responsible for any losses or damages arising as a result of the unavailability of the VoIP Service, including the inability to reach 911 or other emergency Services, or the inability to contact my home security system or remote medical monitoring service provider. I acknowledge that VNCI does not guarantee that VoIP Service will operate with my home security and/or medical monitoring systems, and that I must contact my home security or medical monitoring provider in order to test my system's operation with the VoIP Service. I agree that I am responsible for the cost of any

such testing or any fees for configuring my home security or medical monitoring system to work with the VoIP Service.

(e) The location and address associated with my VoIP Service will be the address identified on the Work Order. I acknowledge that, under this Agreement, I am not permitted to move VNCI Equipment from the location at the address in which it has been installed. Furthermore, if I move my voice-enabled cable modem to an address different than that identified on the Work Order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the Work Order and not the new address.

(f) I agree to provide VNCI and its authorized agents with access to my telephone inside wiring at the Network Interface Device or at some other minimum point of entry in order to provide Local Telephone Service, Long Distance Telephone Service or VoIP Service over my existing in-home wiring.

(g) I acknowledge that VoIP Service may not be compatible with certain data transmission Services, including but not limited to fax transmissions and dial-up Internet access and that I may be required to maintain a separate telephone line, not provided by VNCI, in order to access such Services.

(h) For 911/E911 to work in accordance with VNCI's specifications, I understand that VNCI must have a correct service address for the location of my ONT. I understand that if I do not provide the correct address when I register for VoIP Service or if I relocate my ONT to a new address and do not register the new address with VNCI, 911/E911 may fail in two ways: (i) 911/E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of my E911 calls. If I wish to relocate the ONT and continue to use VoIP Service including 911/E911, I understand that I must seek authorization for VoIP Service at my new service address (if available), and update my service address with VNCI. I understand 911/E911 may not function if VoIP Service are interrupted for any reason, including but not limited to failure of my ONT, incorrect configuration of my

ONT, a power outage, failure of our network or facilities, or suspension or disconnection of my services because of nonpayment.

(i) I ACKNOWLEDGE AND UNDERSTAND THAT VNCI WILL NOT BE LIABLE FOR ANY VoIP SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE VoIP SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE 911/ E911 FEATURE OR LIMITATIONS SET FORTH IN THIS AGREEMENT. I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS VNCI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO ME IN CONNECTION WITH THE VoIP SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, ME OR ANY THIRD PARTY OR USER OF VoIP SERVICE RELATING TO THE FAILURE, OUTAGE OR MALFUNCTION OF THE VoIP SERVICE, INCLUDING THOSE RELATED TO 911/E911 OR THE FAILURE, OUTAGE OR MALFUNCTION OF THE VNCI EQUIPMENT OR FACILITIES.

8. Special Provisions Regarding Internet Service

(a) I acknowledge that the INTERNET Service is offered on a tiered basis and that each tier has “throughput” limits (i.e., limits on the maximum rate at which I may send and receive data at any time), “consumption” limits (i.e., limits on the amount of data that I may send or receive during the course of a month or over shorter periods) and other similar limits, all as set forth in the price list or the Terms of Use. I agree that VNCI or ISP may change the throughput, consumption and other applicable limits of any tier(s) by amending the price list or Terms of Use. My continued use of the INTERNET Service will constitute my acceptance of any new limits. I also agree that VNCI may use technical means, including but not limited to suspending or reducing the speed of my service, to ensure compliance with these limits and the Terms of Use, and that VNCI or ISP may move me to a higher tier of INTERNET service (which may result in higher monthly charges) or impose other charges and fees if my use exceeds these limits. I further agree that VNCI and ISP have the right to monitor my usage patterns to facilitate the provision of

the INTERNET Service and to ensure my compliance with the Terms of Use. VNCI may take such steps as it determines appropriate in the event my usage of the INTERNET Service does not comply with the Terms of Use, including applicable consumption limits.

(b) Republication.

(i) I acknowledge that material posted or transmitted through the Internet Service may be copied, republished or distributed by third parties, and that the VNCI Parties will not be responsible for any harm resulting from such actions.

(ii) I grant to VNCI, and I represent, warrant and covenant that I have all necessary rights to so grant, the non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right and license to use, reproduce, modify, adapt, publish, translate, distribute, perform and display in any media all material posted on the public areas of the Internet Service via my account and/or to incorporate the same in other works, but only for purposes consistent with operation and promotion of the Internet Service.

(iii) I agree that unsolicited email, or "spam," is a nuisance and that VNCI is entitled to establish limits on the volume of email that I send. Such volume limits may be set by reference to a number of emails per day, week, month or year.

(c) I acknowledge that the ISP Service provides a connection to the Internet that may be unfiltered, and that the VNCI Parties neither control nor assume responsibility for any content on the Internet or content that is posted by a subscriber. Although VNCI may make available certain parental control features, I acknowledge that such parental control features may not be entirely effective or foolproof and that, notwithstanding such features, I or members of my household may be exposed to unfiltered content.

(d) I agree that VNCI has the right, but not the obligation, to edit, refuse to post or transmit, request removal of, or remove or block any material transmitted through, submitted to or posted on the Internet Service, if it determines in its discretion that the material is unacceptable or violates the terms of this Agreement, any VNCI consumption limits or any other Terms of Use. Such material might include

personal home pages and links to other sites. In addition, I agree that, under such circumstances, VNCI may suspend my account, take other action to prevent me from utilizing certain account privileges (e.g., home pages) or cancel my account without prior notification. I also agree that VNCI may suspend or cancel my account for using all or part of the Internet Service to post content to the Internet or to engage in "peer to peer" file exchanges or other forms of file exchanges that violate this Agreement or the Terms of Use.

(e) I agree that each Computer will need to meet certain minimum hardware and software requirements that will be specified for the INTERNET Service, and that such requirements may be changed from time to time by VNCI.

(f) I acknowledge that using the INTERNET Service to infringe copyrights is illegal and a violation of VNCI's Terms of Use, which could result in the suspension or termination of your VNCI Service.

(g) If your computer is being used in the exchange of unauthorized copies of copyrighted material (music, movies, television shows, or software), VNCI requests that you act to stop the copyright infringement. Copyright infringement is a violation of VNCI's Terms of Use.

(h) VNCI will never ask for any payments related to copyright infringement. It's possible you may receive an email or pop-up on your computer that accuses you of copyright infringement and may relate to a fake payment site used to collect credit card numbers.

(i) It is possible the copyright holder could take legal action against you. The copyright owner has made serious allegations against you. Copyright infringement is a violation of the law. And, willful infringement with intent to profit is also a federal crime. A copyright infringer could be subject to a \$150,000 penalty for each infringement. You should consult your own attorney for legal advice. Click [here](#) to review the government's summary of the Digital Millennium Copyright Act (DMCA).

(j) Also, VNCI may have to suspend or disconnect your service as a result of repeat copyright infringements.

9. Support; Service and Repairs

(a) My Services include the right to request reasonable service and maintenance calls to check and correct problems with the Services. VNCI will, at its own expense, repair damage to or, at VNCI's option, replace VNCI Equipment, and otherwise attempt to correct interruptions of the Services, due to reasonable VNCI Equipment wear and tear, or technical malfunction of the system or network operated by VNCI. The Subscriber Materials contain details on contacting VNCI for this support.

(b) I agree that I am responsible for all wiring, equipment and related software installed in my residence that is not VNCI Equipment or VNCI-licensed Software and VNCI will have no obligation to install, connect, support, maintain, repair or replace any Computer, television, telephone or telephone answering device, audiovisual recording or playback device (e.g., VCR, DVR, DVD), audio equipment, any software, or any cable modem, cabling or other equipment (other than VNCI Equipment or VNCI-licensed Software). VNCI will not support, repair, replace, or maintain any Network Interface Card, regardless of whether provided and installed by VNCI.

(c) I agree that VNCI has no responsibility for the operation of any equipment, software or service other than the Services, the VNCI Equipment and the VNCI-licensed Software. For instance, I acknowledge that certain commercially available televisions, converter boxes and recording devices, which may be identified by their manufacturers as "cable ready" or "digital cable ready," may not be able to receive or utilize all available Services without the addition of a VNCI converter box or other VNCI Equipment for which a fee may be charged. If I receive INTERNET Service, VNCI has no responsibility to support, maintain or repair any equipment, software or service that I elect to use in connection with the INTERNET Service, whether provided by my ISP, my OLP or a third party. For assistance with technical problems arising from such equipment, software or Services, I should refer to the Subscriber Materials for

information regarding the technical support provided by my ISP or OLP or to the support area of the ISP or OLP or to the relevant third party's material.

(d) If VNCI determines that non-VNCI cabling or equipment connecting my residence to VNCI Equipment installed on the side of or adjacent to my residence (i.e., at a ground block) is the cause of a service problem, I agree that VNCI may charge me to resolve such service problem. If available from VNCI in my area, I may subscribe to a VNCI service protection plan that covers service related calls within my residence. If any other support Services are available from VNCI, such Services will be at additional charges as described in VNCI's price list.

10. Service Interruptions; Force Majeure

(a) I agree that VNCI has no liability for delays in or interruption to my Services, except that if for reasons within VNCI's reasonable control, for more than twenty-four (24) consecutive hours, (i) service on all cable channels is interrupted, (ii) there is a complete failure of the INTERNET Service or (iii) there is a complete failure of the VoIP Service, VNCI will give me a prorated credit for the period of such interruption or failure if I request one within 30 days of the interruption or failure. Notwithstanding the above, VNCI will issue credits for VOD, pay-per-view and pay-per-play events for service problems where a credit request is made within 30 days of the interruption or failure. In no event shall VNCI be required to credit me an amount in excess of IPTV Service fees. VNCI will make any such credit on the next practicable bill for my Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of my Services. In such event, the relevant law or regulation will control.

(b) I acknowledge that VNCI may conduct maintenance from time to time that may result in interruptions of my Services. Advance notice of planned service interruptions will be provided to customers in accordance with regulatory requirements.

(c) The VNCI Parties shall have no liability, except for the credit as set forth in Section 10(a), for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather. (d) VNCI is only obligated to provide the above-referenced credits for loss of INTERNET Service if VNCI is billing me for the INTERNET Service at the time of the outage.

11. Review and Enforcement

(a) VNCI may suspend or terminate all or a portion of my Services in accordance with applicable law and the regulations of the Pennsylvania Public Utility Commission if VNCI determines in its discretion that I have violated this Agreement or any of the Terms of Use, even if the violation was a one-time event. If all or a portion of my Services are suspended, I will not be charged for the relevant Services during the suspension. If my account is terminated, I will be refunded any pre-paid fees minus any amounts due VNCI.

(b) If I receive INTERNET Service, I acknowledge that VNCI has the right, but not the obligation, to review content on public areas of the INTERNET Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and the Terms of Use.

(c) I agree that VNCI shall have the right to take any action that VNCI deems appropriate to protect the Services, VNCI's facilities or VNCI Equipment.

12. Terms; Termination of Service

(a) This Agreement will remain in effect until terminated by either party or superseded by a revised Subscription Agreement.

(b) Either VNCI or I may terminate all or any portion of my Services at any time for any or no reason, in its sole discretion, in accordance with applicable law and the regulations of the Pennsylvania Public Utility Commission, and the terms of any marketing offer(s) specified in this Agreement.

(c) If I am moving or wish to terminate all or any portion of my Services for any reason, I will notify VNCI by phone, by mail, or electronically as instructed in the Subscriber Materials in order to set up a disconnect appointment and provide VNCI with access to my premises to disconnect the relevant Services and recover the VNCI Equipment specified on the Work Order on a DATE PRIOR TO the last day of residency. This also applies if I am receiving a period of free or discounted Services. In other words, at the end of the free or discounted period, VNCI is entitled to begin billing me for the usual charges associated with the relevant Services unless I take the appropriate steps to terminate the Services as described in this paragraph. If I wish to transfer my phone number to another provider, I will follow the procedures in Section 17. All applicable fees and charges will accrue until the date of termination, but VNCI will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due VNCI for the Services, affiliate services, equipment, or other applicable fees and charges).

(d) I cannot terminate my Services by writing "Canceled" (or any other messages) on my bill or check, or by making a disconnect appointment that does not result in VNCI's physical recovery of the VNCI Equipment. In addition, I agree that any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by VNCI shall have no legal effect.

(e) VNCI may terminate this Agreement for any reason. I understand that if VNCI suspends Service or terminate this Agreement, VNCI will give such notice as provided by applicable law and the regulations of the Pennsylvania Public Utility Commission, if any. I understand that if VNCI suspends Service or terminate this Agreement for a reason other than my violation of this Agreement, all applicable fees and charges will accrue until the date of suspension or termination, but we will refund all prepaid monthly

service fees charged for Services after the date of termination (less any outstanding amounts due VNCI for the Services, affiliate services, equipment, or other applicable fees and charges). I understand and acknowledge that all VNCI VoIP Service, including 911/E911, will be disabled because of termination of my account.

13. Disclaimer of Warranty; Limitation of Liability

(a) I AGREE THAT THE SERVICES ARE PROVIDED BY VNCI ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. VNCI MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE VNCI EQUIPMENT WILL OPERATE AS INTENDED. IN PARTICULAR, I AGREE THAT MY USE OF THE INTERNET SERVICE (INCLUDING THE CONTENT, INFORMATION, SERVICES, EQUIPMENT AND SOFTWARE, THE PURCHASE OF MERCHANDISE AND SERVICES, THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO ME AND THE DOWNLOADING OF COMPUTER FILES) IS AT MY SOLE RISK. I FURTHER AGREE THAT VNCI IS NOT RESPONSIBLE FOR THE RECORDING OF OR FAILURE TO RECORD ANY PROGRAM OR PORTION THEREOF, OR FOR THE CONTENT OF ANY PROGRAM OR CONTENT ON MY DVR.

WITHOUT LIMITING THE FOREGOING:

(i) ANY AND ALL PRODUCTS AND SERVICES PROVIDED BY VNCI AND/OR ISP AND/OR OLP AND/OR ANY LONG DISTANCE PROVIDER TO ME THAT ARE NOT PART OF THE SERVICES AS DEFINED HEREIN ARE OUTSIDE THE SCOPE OF THIS AGREEMENT AND THE VNCI PARTIES HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH PRODUCTS OR SERVICES; AND

(ii) NONE OF THE VNCI PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF MY COMMUNICATIONS VIA VNCI'S FACILITIES OR THE SERVICES (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE SERVICES, OR OUTSIDE THE SERVICE TO OR THROUGH THE INTERNET), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR MY COMPUTERS(S) OR ONLINE (INCLUDING VOICE) COMMUNICATIONS. I AGREE THAT NONE OF THE VNCI PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. I HAVE THE SOLE RESPONSIBILITY TO SECURE MY COMPUTER AND ONLINE (INCLUDING VOICE) COMMUNICATIONS.

(b) I ACKNOWLEDGE THAT VNCI'S OR MY INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES, VNCI EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO MY COMPUTER(S), TELEPHONES AND TELEPHONE ANSWERING DEVICES, TELEVISIONS, RECORDING AND PLAYBACK DEVICES, AUDIO EQUIPMENT, OR ANY CABLE MODEM, CABLING OR OTHER EQUIPMENT OR HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. I SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE VNCI PARTIES, OR THEIR VENDORS, LICENSEES OR PROGRAMMERS, SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA OR FILES RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

(c) EXCEPT FOR THE CREDIT AS EXPRESSLY PROVIDED IN SECTION 10(A), IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY VNCI PARTY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES ACCESSED THEREBY) OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING THE USE OF OR INABILITY

TO USE EMERGENCY 911 SERVICES, OR FOR ANY ACTION TAKEN BY VNCI TO PROTECT THE SERVICES OR THE BREACH BY VNCI OF ANY WARRANTY.

(d) I AGREE THAT THE PROVISIONS OF THIS SECTION 13 SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICES, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, VNCI.

(e) I UNDERSTAND THE LIMITATIONS IN THIS SECTION SHALL APPLY WHERE VNCI MAKES AVAILABLE A DIRECTORY LISTING AND/OR PUBLICATION OPTION. IF (I) ANY PHONE NUMBER FOR WHICH I HAVE REQUESTED UNLISTED STATUS IS PUBLISHED IN ANY DIRECTORY; (II) ANY PHONE NUMBER FOR WHICH I HAVE REQUESTED NON-PUBLISHED STATUS IS INCLUDED IN ANY DIRECTORY, ANY DIRECTORY ASSISTANCE DATABASE, OR IS OTHERWISE DISCLOSED TO ANY UNAUTHORIZED PERSON; (III) ANY PHONE NUMBER WHICH I REQUESTED BE PUBLISHED OR LISTED IN ANY DIRECTORY OR DIRECTORY ASSISTANCE DATABASE IS NOT SO PUBLISHED OR LISTED, AND/ OR (IV) ANY PUBLISHED OR LISTED PHONE NUMBER CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE TOTAL LIABILITY OF VNCI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/THEIR AGENTS, AND ANY OTHER PROVIDER IN CONNECTION WITH THE DESCRIBED ERROR OR OMISSION SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES, IF ANY, WHICH I HAVE ACTUALLY PAID TO VNCI TO LIST OR NOT TO LIST OR TO PUBLISH OR NOT PUBLISH THE NUMBER FOR THE AFFECTED PERIOD. I ACKNOWLEDGE THAT I SHALL HOLD VNCI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/ THEIR AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO ME IN CONNECTION WITH THIS AGREEMENT HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS DESCRIBED ABOVE.

14. Privacy

)

(a) My privacy interests, including my ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice delivered to me by VNCI. I acknowledge receipt of the Subscriber Privacy Notice, which is deemed to form a part of this Agreement, as it may be amended from time to time.

(b) I agree that, in addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, VNCI shall have the right (except where prohibited by law notwithstanding my consent), but not the obligation, to disclose any information to protect their respective rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. I consent to such actions or disclosures.

(c) If I am a Local Telephone Service, Long Distance Telephone Service and/or VoIP Service customer, I consent to VNCI's disclosure of my name, address and/or telephone number to the general public in connection with Caller ID functions, telephone directories, and 411 and 911 Services. I also consent to VNCI's disclosure of personally identifiable information to the telephone companies serving those end users to whom I make calls so that the calls can be completed. If I wish to have VNCI remove this information from one or more of these Services, I understand that I may notify VNCI to do so, subject to any applicable fees.

15. Consent to Phone and Email Contact

(a) I consent to VNCI calling the phone numbers I supply to it for any purpose, including the marketing of its current and future Services. I agree that these phone calls may be made using any method, including an automatic dialing system or an artificial or recorded voice. Upon my request, the phone numbers I have previously provided will be removed from VNCI's phone marketing list. I can make this request by calling or writing my local VNCI office and asking to be placed on VNCI's Do Not Call List.

(b) I acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove me from VNCI's phone marketing list.

(c) I consent to VNCI emailing me, at any email address, including that of a wireless or mobile device, that I provide to VNCI (or that VNCI issues to me in connection with the INTERNET Service), for any purpose, including the marketing of VNCI's current and future Services. If my wireless or mobile provider charges me for receipt of such messages, I acknowledge and agree that I am responsible for paying such charges. I may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing my local VNCI office.

16. Arbitration

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRARINESS OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

17. Indemnification

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD VNCI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/THEIR AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR YOUR AND YOUR USERS' USE OF THE SERVICES OR ANY VNCI EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR DAMAGES ARISING OUT OF THE MALFUNCTION OR LACK OF 911/E911 OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. YOU AGREE THAT VNCI SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES OR THE VNCI EQUIPMENT. FURTHERMORE, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.

18. Transfer of My Phone Number(s)

(a) I understand that if I am switching to VNCI's Local Telephone Service or VoIP Service from another service provider, I may transfer my existing phone number (if any) to VNCI's Local Telephone Service or VoIP Service, provided that: (i) I request the phone number transfer when I place my order for VNCI's Local Telephone Service or VoIP Service; (ii) my current service provider releases my existing phone number, at our request, without delay or charge; (iii) the transfer of my existing phone number to VNCI's Local Telephone Service or VoIP Service would not, in VNCI's view, violate applicable law or VNCI's processes and procedures; (iv) when applicable, I acknowledge and agree that if my ONT is set up before the date that the number transfer becomes effective ("Port Effective Date"), I may only be able to make limited outgoing calls over the phone that I have connected to the ONT. In that event, I understand I should keep another phone connected to an existing phone extension at my service location to receive incoming calls until the Port Effective Date, after which I will be able both to make and to receive calls using VNCI Service; and (v) I acknowledge and agree that to avoid an interruption in my phone service, it

is extremely important that I have the phone or ONT installed on or before the Port Effective Date. I understand that my existing phone service for the number I am transferring will be disconnected on the Port Effective Date; I understand that if my ONT or phone is not yet activated, I will not have access to our VoIP or Local Telephone Services. I acknowledge therefore, I will not have VoIP or Local Telephone Service for that phone number. VNCI will provide me with an estimate of the Port Effective Date at the time of service ordering or via e-mail following my completion of the ordering process.

(b) I understand that in order to transfer my phone number and/or service from VNCI to another service provider, my new service provider is responsible for placing the order to transfer service. I understand that VNCI will release my phone number to my new service provider in accordance with applicable regulations, provided that (i) my new service provider requests the transfer upon termination of my account; (ii) my new service provider is willing to accept transfer of the phone number without delay or charge; and (iii) transfer of my existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.

19. Interpretation; Severability

This Agreement is, and shall be interpreted as, subject to applicable law and regulation and to any applicable License or Franchise Agreement between a governmental authority and VNCI. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.

20. Consent to Electronic Notice

I agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by VNCI by such means as VNCI shall determine in its discretion. Without limiting the foregoing, I agree that VNCI may provide any notices required or contemplated hereunder or by applicable law, including notice

of changes to this Agreement, the Terms of Use, the Price List(s) or the Privacy Notice, by electronic means (for example, email or online posting). An online version of this Agreement, the Terms of Use, the Subscriber Privacy Notice and any applicable Price List(s), as so changed from time to time, will be accessible at www.velocity.net, www.VNCIfiber.com, or another online location designated by VNCI, or can be obtained by calling my local VNCI office.

21. Assignment

I understand that my Services are being provided only to the location identified on my Work Order and that I am not allowed to transfer all or any portion of the Services, or VNCI's Equipment, to any other person, entity or location, including a new residence. I agree that I may not assign or transfer this Agreement. VNCI may transfer or assign any portion or all of this Agreement at any time without notice to me, and I waive any such notice which may be required.

22. Effect of Applicable Law; Reservation of Rights

This Agreement, the Work Order and the Terms of Use are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which I receive my Services. If any provision of this Agreement, the Work Order or the Terms of Use contravene or are in conflict with any such law or regulation, or if I am entitled to more favorable rights under any such law or regulation than are set forth in any provision in this Agreement, the Work Order or the Terms of Use, then the terms of such law or regulation, or the rights to which I am entitled under such law or regulation, shall take priority over the relevant provision of this Agreement, the Work Order or the Terms of Use. If the relevant law or regulation applies to some but not all of my Service(s), then such law or regulation will take priority over the relevant provision of this Agreement, the Work Order or the Terms of Use only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by me or VNCI of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

23. Parental Control Device

I acknowledge that I have been advised of the availability of VNCI's parental control device which can filter or block certain programming. Additional information about the device is available at the VNCI contact number in the Subscriber Materials.

24. Conflicting Terms

In the event of a conflict in the terms and conditions between this Services Subscriber Agreement and the accompanying Work Order, then the terms and conditions of this Services Subscriber Agreement shall control.

EXHIBIT 3

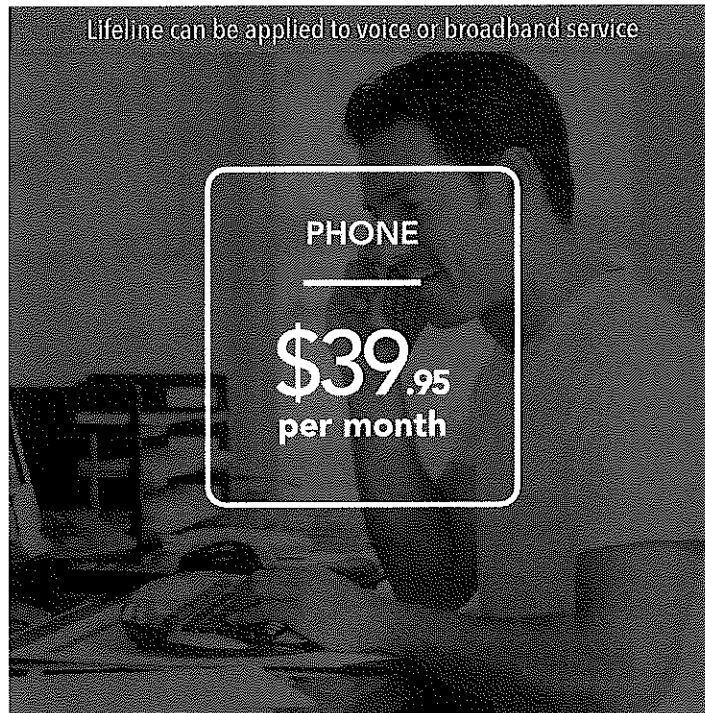
VNET fiber

Introducing VNET Fiber's
Lifeline Service

If you qualify for the Lifeline Service
with VNET Fiber you will receive:

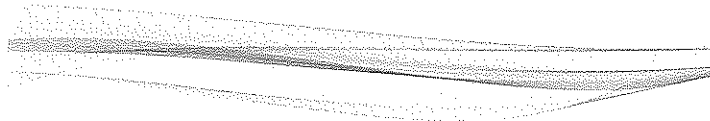
- Free Caller ID
- Free Forward to Mobile
- Free Voice Mail
- Free Robo-Call Blocking
- Free Call Waiting
- Unlimited Nationwide Calling

Lifeline can be applied to voice or broadband service



Call Us Today at 814-636-1500

VNET fiber



Lifeline is a government assistance program. Only eligible customers may enroll in the plan.

See if you qualify for Lifeline service. Service is limited to ONE Lifeline plan per household.

TO QUALIFY:

Household income at or below 135% of Fed poverty guidelines for household size or

Household participation in one of the following federal, state or Tribal assistance programs: Supplemental Security Income, Medical Supplemental Nutrition Assistance Program, Federal Public Housing Assistance or Veteran's Pension, or Survivor's Pension Benefit. Supporting documentation must be presented at the time of enrollment. Supporting documentation must be presented at the time of enrollment.

Supplemented security, income, medical Supplemental Nutrition Assistance Program, Federal Public Housing Assistance or Veteran's Pension, or Survivor's Pension Benefit.

Annual recertification is necessary for continued enrollment.

All terms and conditions of service as described herein apply to services provided under the Lifeline Plan. Customers understand and agree that by signing up for a Lifeline Plan with VNET Fiber, they do not have a Lifeline Plan with any other carrier, wireline or wireless, and further agree to comply with any documentation or verification necessary to confirm that they qualify for Lifeline. In addition, Customer acknowledges that Lifeline Plan enrollment may be terminated upon notification at any time by VNET Fiber if the federal and state Lifeline Plans are changed or terminated; if the customer no longer qualifies for Lifeline; if VNET Fiber discontinues its Lifeline plans; or if Customer breaches the terms and conditions. The national verifier will contact the Customer to recertify annually. If Customer fails to complete an annual audit within sixty (60) days of the required verification dates, customers will be de-enrolled from the Lifeline Plan. Customer agrees not to give away, resell, or offer to resell the VNET Fiber equipment. VNET Fiber Lifeline Plans are supported by the government assistance "Lifeline Plan". Proof of eligibility is required, such as an eligible plan card or statement of benefits. If you willfully make a false statement to obtain a VNET Fiber Lifeline Plan, you can be punished by fine or imprisonment, or you can be barred from the plan.

Lifeline Support Center

PO Box 7081
London, KY 40742
800-234-9473

Customers may contact the Pennsylvania Public Utility Commission Bureau of Consumer Services with any unresolved issues at:

VNET Fiber Service

1-814-636-1500
www.vnetfiber.com

Pennsylvania Public Utility Commission

PO Box 3265
Harrisburg, PA 17105-3265
1-800-692-7380
www.puc.pa.gov

EXHIBIT 4

911

W A R N I N G

Emergency services (such as 911 or E911) may not be available depending upon your geographic location. If this device is moved to an alternate location, customers are required to update their registered address online at vnetfiber.com/account. Even where available, obtaining emergency services through this device may not be reliable under certain conditions such as the failure of your Internet connection or during a power outage.

(814) 636-1500

VNET
fiber

VERIFICATION

I, Matthew Wiertel, Director of Sales and Marketing for Velocity.Net Communications, Inc. hereby state that the facts set forth above are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.



Date:

Matthew Wiertel