

Cox Business Malblock Mobile Application End User License Agreement

Effective Date: September 10, 2021

This Mobile Application End User License Agreement (“**Agreement**”) is a binding agreement between you (“**You** or “**Your**”) and COX. “**COX**” means CoxCom, LLC, whose principal place of business is 6205-B Peachtree Dunwoody Road, Atlanta, GA 30328 or the COX entity authorized to provide cable services in the geographic area where the service will be provided. This Agreement governs Your use of the Cox Business Malblock Application, (including all related documentation, the “**Licensed Application**”).

CAREFULLY READ THIS AGREEMENT BEFORE DOWNLOADING, INSTALLING, OR USING ANY LICENSED APPLICATION. BY DOWNLOADING THE LICENSED APPLICATION, YOU (I) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (II) REPRESENT THAT YOU ARE 13 YEARS OF AGE OR OLDER; AND (III) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU ARE BETWEEN 13 AND 18 YEARS OF AGE, YOU MUST HAVE YOUR PARENT’S OR LEGAL GUARDIAN’S PERMISSION TO USE THIS LICENSED APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD THE APPLICATION AND/OR DELETE IT FROM YOUR MOBILE DEVICE.

ALL OF THESE TERMS AFFECT YOUR LEGAL RIGHTS, BY, AMONG OTHER THINGS, LIMITING COX’S LIABILITY AND REQUIRING MANDATORY ARBITRATION DISPUTES. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION BY FOLLOWING THE PROCEDURE DESCRIBED IN SECTION 15.

- 1) Introduction. This Licensed Application, which is made available by COX for use only by customers of Cox Business Services (the “**Services**”), is for use pursuant to a Cox Business services agreement and may not be used for commercial purposes. The Licensed Application is licensed, not sold, to You. There is currently no fee for Your receipt or use of the Licensed Application, provided that You use the Licensed Application strictly as permitted by this Agreement and any requirements or restrictions imposed by COX.
- 2) License Grant. Subject to the terms of this Agreement, COX grants You a limited, non-exclusive, revocable, and nontransferable license to:
 - a) download, install, and use the Licensed Application for Your personal, non-commercial use on a mobile cellular device or tablet owned or otherwise controlled by You (“**Mobile Device**”) strictly in accordance with the Licensed Application’s documentation;
 - b) access, stream, download, and use on such Mobile Device the Content and Services (as defined in Section 6) made available in or otherwise accessible through the Licensed Application, strictly in accordance with this Agreement and the terms of use applicable to such Content and Services as set forth in Section 6, provided that certain Content and Services may solely be available to You; and
 - c) use the Content and Services provided through the Licensed Application only in the manner presented and provided by COX.
- 3) License Restrictions. You agree to use the Licensed Application only in compliance with the terms of this Agreement and any applicable federal, state, and local law, statutes, regulations (“**Applicable Law**”), or generally accepted practices or guidelines in the relevant jurisdictions. You shall not:
 - a) copy, modify, alter, or transfer the Licensed Application, except as expressly permitted by this license;
 - b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Application;

- c) reverse engineer, disassemble, decompile, decode, create derivative works of, or otherwise attempt to derive or gain access to the source code of the Licensed Application or any part thereof;
- d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Licensed Application, including any copy thereof;
- e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Application, or any features or functionality of the Licensed Application, to any third party for any reason, including by making the Licensed Application available on a network where it is capable of being accessed by more than one device at any time;
- f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Licensed Application; or
- g) use the Licensed Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.

Except as expressly provided herein, COX does not grant to You any express or implied right to COX's or any third party's intellectual property. You may not sell, offer for sale, copy, modify, alter, create derivative works from, upload, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content and Services, in whole or any part thereof, in any way, unless expressly permitted to do so by COX. You are also prohibited from publishing broadcasting, framing, excerpting any of the Content and Services. You are also prohibited from in any way commercially exploiting any of the Content and Services.

- 4) **Reservation of Rights.** You acknowledge and agree that the Licensed Application is provided under license, and not sold, to You. You do not acquire any ownership interest in the Licensed Application under this Agreement, or any other rights thereto other than to use the Licensed Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. COX and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Licensed Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to You in this Agreement.
 - a) COX acknowledges the following:
 - i) You retain ownership of the Mobile Device upon with the Licensed Application is installed;
 - ii) Any applications and data obtained and installed by You on Your Mobile Device are Your property, except to the extent the data is used by, or included with the Licensed Application;
 - iii) The telephone number for the Mobile Device is Your property.
- 5) **Collection and Use of Your Information.** You acknowledge that when You download, install, or use the Licensed Application, COX may use automatic means (including, for example, web beacons) to collect information about Your Mobile Device, and about Your use of the Licensed Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Licensed Application or certain features or functionality. All information we collect through or in connection with this Licensed Application is subject to our Privacy Policy <https://www.cox.com/aboutus/policies/business-annual-privacy-notice.html>. By downloading, installing, using, and providing information to or through this Licensed Application, You consent to all actions taken by us with respect to Your information in compliance with the Privacy Policy.

- 6) Content and Services. You agree that the Licensed Application may aid, permit, or otherwise impact your access to the Internet, video content and/or websites including, without limitation, certain social media websites and other Internet-based sites, products, and services (“Content”) (collectively, “**Content and Services**”). Your access to and use of such Content and Services are governed by COX’s Privacy Policy located at <https://www.cox.com/aboutus/policies/business-annual-privacy-notice.html>, which is incorporated herein by this reference; COX’s Acceptable Use Policy located at <https://www.cox.com/aboutus/policies/business-acceptable-use-policy.html>, as well as any applicable policies of other sources of Content and Services accessed through the Licensed Application. Your access to and use of such Content and Services may require You to acknowledge Your acceptance of such Privacy Policy and/or to register with the Website, and Your failure to do so may restrict You from accessing or using certain of the Licensed Application’s features and functionality. You may not alter, transmit, or disassemble the Content and Services in any manner in whole or in part, including without limitation, any taking or transmitting screen captures from the Content and Services. Any attempt to do so is a violation of the rights of COX and this Agreement. You may be subject to prosecution and damages.

COX may limit the number of users of the Licensed Application and reserves the right to place additional restrictions and/or limitations on the use of the Licensed Application, Content and Services. The content, features, and functionality offered by the Licensed Application may differ and are subject to change without prior notice.

- 7) Intellectual Property. The Licensed Application contains or displays the Content and Services, proprietary information and materials that are protected by applicable intellectual property and other laws, including, but not limited to, United States copyright and law and international treaty provisions. You acknowledge that no title to the intellectual property in the Licensed Application or Content and Services shall be transferred to You as a result of Your acceptance of this Agreement. You further acknowledge that title and full ownership rights to the Licensed Application and Content and Services will remain the exclusive property of COX or its licensors, and You shall not acquire any rights to the Licensed Application or the Content except as expressly set forth in this Agreement. You agree that You shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Licensed Application or displayed in any Content and Services.
- 8) Geographic Restrictions. The Content and Services are based in the state in which You receive the Services in the United States and provided for access and use only by persons located in the United States. You acknowledge that You may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If You access the Content and Services from outside the United States, You are responsible for compliance with local and federal laws.
- 9) Updates. COX may from time to time in its sole discretion develop and provide Licensed Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that COX has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on Your Mobile Device settings, when Your Mobile Device is connected to the Internet either:
- a) the Licensed Application will automatically download and install all available Updates; or
 - b) You may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Licensed Application or portions thereof may not properly operate should You fail to do so. You further agree that all Updates will be deemed part of the Licensed Application and be subject to all terms and conditions of this Agreement.

- 10) Third-Party Materials. The Licensed Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials), separate COX applications or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that COX is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. COX does not assume and will not have any liability or responsibility to You or any

other person or entity for any Third-Party Materials. The inclusion of any link to Third-Party Materials is not (i) an endorsement by COX of the site or application, (ii) an acknowledgement of any affiliation with its operators or owners; or (iii) a warranty of any type regarding the information or offer on the site. Third-Party Materials and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions.

11) Term and Termination.

- a) The term of Agreement commences when You download the Licensed Application and will continue in effect until terminated by You or COX as set forth in this Section 11.
- b) You may terminate this Agreement by deleting the Licensed Application and all copies thereof from Your Mobile Device.
- c) COX may terminate this Agreement at any time without notice if it ceases to support the Licensed Application, which COX may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if You violate any of the terms and conditions of this Agreement.
- d) Upon termination:
 - i) all rights granted to You under this Agreement will also terminate; and
 - ii) You must cease all use of the Licensed Application and delete all copies of the Licensed Application from Your Mobile Device and account.
- e) Termination will not limit any of COX's rights or remedies at law or in equity. Sections 13 and 14 shall survive the termination of this Agreement and shall remain in effect.

12) Disclaimer of Warranties. YOU ACKNOWLEDGE THAT THE SERVICES, LICENSED APPLICATION AND THE CONTENT AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES. COX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF TITLE OR NON-INFRINGEMENT AS TO SERVICES, THE LICENSED APPLICATION AND/OR CONTENT AND SERVICES PROVIDED TO YOU. UNLESS OTHERWISE RESTRICTED OR PROHIBITED BY APPLICABLE LAW, COX DOES NOT WARRANT THAT THE SERVICES, THE LICENSED APPLICATION OR THE CONTENT AND SERVICES WILL BE ACCURATE, COMPLETE, ERROR-FREE, WITHOUT INTERRUPTION, FREE FROM VIRUSES OR OTHER MALICIOUS AGENTS EVEN IF ANTI-VIRUS MECHANISM ARE DEPLOYED. COX DOES NOT WARRANT THAT ANY COMMUNICATION WILL BE TRANSMITTED UNCORRUPTED OR AT ANY UPSTREAM OR DOWNSTREAM SPEED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THOSE PROVISIONS MAY NOT APPLY TO YOU. THIS SECTION WILL CONTINUE IN EFFECT AFTER THIS AGREEMENT TERMINATES.

13) Indemnification. You hereby indemnify and hold harmless COX and its parent companies, subsidiaries, affiliates, and other suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents, and representatives of each of these (each a "**COX Related Party**", and collectively, the "**COX Related Parties**") from any third-party claims, actions, proceedings, damages and liabilities, including attorneys' fees, arising out of (i) Your use, or other users use, of Your Services or of the Licensed Application; (ii) any act in violation of any law committed by You including any use of the Licensed Application that may infringe on the patent, copyright, trademark or other intellectual property right or privacy right of any third party; (iii) any breach by You of this Agreement; (iv) any content or software displayed, distributed, or otherwise disseminated by You or other users of the Services or the Licensed Application; and (v) any failure to safeguard Your PIN, passwords or other account information. This Section will continue in effect after this Agreement terminates.

14) Limitation of Liability. THIS SECTION DESCRIBES THE FULL EXTENT OF COX'S AND THE COX RELATED PARTIES' RESPONSIBILITY FOR ANY CLAIMS FOR DAMAGES CAUSED BY OUR ACTS OR OMISSIONS OR THE FAILURE OF THE SERVICES, LICENSED APPLICATION OR CONTENT AND SERVICES, OR ANY OTHER CLAIMS IN CONNECTION WITH THE SERVICES, LICENSED APPLICATION OR CONTENT AND SERVICES OR THIS AGREEMENT. THIS SECTION WILL CONTINUE IN EFFECT AFTER THIS AGREEMENT TERMINATES.

- a) Limitation: Neither COX nor any of the COX Related Parties will be liable for damages for failure to furnish or the degradation or interruption of the Services, for a problem with the interconnection of Services, for any loss of data or stored content, for identity theft, or for any files or software damage, regardless of cause, or for a problem with the service or equipment of a third party.
- b) Monitoring: Neither COX nor any of the COX Related Parties is obligated to monitor Your use of the Licensed Application. Neither COX nor any of the COX Related Parties will be liable, however, for any action we take such as restricting access to obscene content to assure Your use of the Content and Services is in compliance with Applicable Law and this Agreement.
- c) Third-Party Acts: You expressly agree that neither COX nor any of the COX Related Parties is responsible or liable for any content, act or omission of any third party including, without limitation any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights, and You hereby release COX and each of the COX Related Parties for any such claims based on the activities of third parties.
- d) Damages: TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL COX, COX RELATED PARTIES, COX'S LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION OR CONTENT AND SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COX HAS BEEN ADVISED OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL, SO THIS MAY NOT APPLY TO YOU. IN NO EVENT SHALL COX'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET FORTH HEREIN. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- e) Limitations Period: We each agree that any claims must be brought within two (2) years of their accrual notwithstanding any otherwise applicable statute limitations.

IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN COX'S, COX RELATED PARTIES' AND COX'S LICENSORS' LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

15) DISPUTE RESOLUTION MANDATORY BINDING ARBITRATION; CLASS ACTION WAIVER. IF YOU FOLLOW THE PROCEDURES SET FORTH IN SECTION 15(B) BELOW, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT; PROVIDED HOWEVER IF YOU BECOME A NEW COX CUSTOMER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN THIRTY (30) DAYS OF YOUR ACCEPTANCE OF THIS AGREEMENT AS DEFINED IN THIS AGREEMENT (THE "OPT OUT PERIOD"). OTHERWISE, YOU WILL BE BOUND TO SETTLE

ANY DISPUTES YOU MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

- a) You and COX agree to arbitrate—rather than litigate in court—any and all claims, disputes or controversies between You and COX, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of COX, whether based in contract, statute, regulation, ordinance tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory (“**Dispute**”) that arise out of or in any way relate to this Agreement, any of the Content and Services provided under this Agreement or any other Services or products that COX provides to You in connection with this Agreement (including but not limited to amounts that COX charges You for the Content and Services provided, any alleged breach related to the collection, retention or disclosure of Your personal information, and any alleged violation of our Privacy Policy). You and COX also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to You by COX or any of its affiliated entities under any other agreement. Notwithstanding this Agreement to arbitrate, You and COX may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court’s jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.
- b) You may opt out of this dispute resolution provision (except for the jury trial waiver contained in [Section 15\(g\)](#) below) by notifying COX of that intent during the Opt Out Period by sending an email to ArbitrationOptOut@cox.com or a letter via U.S. mail to COX Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 stating that You are opting out of this dispute resolution provision. Exercising this right, should You choose to do so, will not affect any of the other terms of this Agreement with COX, and You may remain a COX customer. If You opt out of the dispute resolution provision, that opt out will remain in effect if COX modifies this Section in the future or You agree to a new term under this Agreement. If You enter into a new agreement with COX that includes a dispute resolution provision and You want to opt out of that provision, You will need to follow the instructions in that agreement for opting out.
- c) You and COX agree that all Disputes between You and Cox will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If You or COX brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by You or COX. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration set forth in this [Section 15](#) will not apply to any Dispute between You and COX, except for the provisions of [Section 15\(g\)](#) waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.
- d) The arbitration between You and COX will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator whose authority is governed by the terms of this Agreement. You and COX agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys’ fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the Applicable Law, but that injunctive or declaratory relief may not extend beyond You and Your dealings with COX. Review of arbitration decisions in the courts is very limited.
- e) You and COX agree that You will try to resolve Disputes informally before resorting to arbitration. If You have a Dispute, first call COX Customer Care at the number listed on Your monthly bill statement. If the COX representative is unable to resolve Your Dispute in a timely manner, You agree to then notify COX of the Dispute by sending a written description of Your claim to COX Customer Care, ATTN: Corporate Escalation Team, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 so that COX can attempt to resolve it with You. If COX does not satisfactorily resolve Your Dispute with 30 calendar days of receiving written notice to COX Customer Care of Your Dispute, then You may pursue the claim in arbitration. Neither You

nor COX may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. If You are sending a written notice of Your intent to file for arbitration to COX, please send such notice via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. If COX is sending You a written notice of our intent to file for arbitration, we will send it to the last known address of record we have on file for You.

- f) You and COX agree that this Agreement and the services COX provides to You affects interstate commerce and that the Federal Arbitration Act and not state arbitration laws applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the Dispute asserted in arbitration is for less than \$75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, You must send a letter requesting arbitration and describing Your claims to COX at ArbitrationOptOut@cox.com or via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. You must also comply with the AAA's rules regarding initiation of arbitration. COX will pay all filing fees and costs for commencement of arbitration, but You will be responsible for Your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or Applicable Law. COX will not seek to recover its fees and costs from You in the arbitration, even if allowed under the law, unless Your claim has been determined to be frivolous. If You are successful in the arbitration, COX will pay Your reasonable attorney's fees and costs. If You obtain an award from the arbitrator greater than Cox's last written settlement offer, Cox will pay You \$5,000 in addition to what You have been awarded in the arbitration. The arbitration will be held in the county of the billing address where COX provided You service and either party may appear either in person or by telephone.
 - g) If for any reason this arbitration agreement is found to be unenforceable, or if You opt out of this dispute resolution agreement, You and COX expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a Judge rather than a Jury will decide disputes between You and COX if, for any reason, the arbitration agreement is not enforced.
 - h) This dispute resolution provision survives the termination of Your Services with COX. If You bring a claim against COX after termination of Your Services that is based in whole or in part on events or omissions that occurred while You were a COX customer, this dispute resolution provision shall apply.
- 16) Terms Specific to Apple Mobile Devices. If You are accessing or using this Licensed Application on any Apple Mobile Device, the following additional terms and conditions are applicable to You and are incorporated into this Agreement by this reference:
- a) To the extent that You are accessing the Licensed Application through an Apple Mobile Device, You acknowledge that this Agreement is entered into between You and COX, and that Apple, Inc. (“**Apple**”) is not a party to this Agreement other than as a third-party beneficiary as contemplated below.
 - b) COX in its sole discretion will determine when the Licensed Application will be available on any Apple Mobile Device, and reference to any device in this Agreement shall not guarantee that COX will launch the Licensed Application on any or all of the Apple Mobile Devices.
 - c) The license granted to You in Section 2 of this Agreement is subject to the permitted Usage Rules set forth in the App Store Terms of Service located at <http://www.apple.com/legal/itunes/us/terms.html> and any third party terms of agreement applicable to the Licensed Application. You are also subject to the Apple App Store Terms of Services, which You also acknowledge that You have had the opportunity to review.
 - d) You acknowledge that COX, and not Apple, is responsible for providing the Licensed Application and content thereof.

- e) As between COX and Apple, COX is solely responsible for providing any maintenance and support services with respect to the Licensed Application that COX may offer (which, if provided, is provided at COX's sole discretion). You acknowledge that Apple has no obligation whatsoever to furnish maintenance or support services with respect to the Licensed Application.
 - f) You and COX acknowledge that COX, not Apple, is responsible for addressing any of Your claims or any third party claims relating to the Licensed Application or Your possession and/or use of the Licensed Application, including but not limited to (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
 - g) Further, You agree that if the Licensed Application or Your possession and use of the Licensed Application infringes a third party's intellectual property rights, COX, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim, but only to the extent it relates to Your use of the Licensed Application.
 - h) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon Your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Application against You as a third-party beneficiary thereof.
 - i) When using the Application, You agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Licensed Application. You may not use the Licensed Application on a device that has firmware or software configuration that has not been authorized by Apple ("jailbroken") device.
 - j) TO THE EXTENT ANY WARRANTY REGARDING THE LICENSED APPLICATION ARISES BY LAW OR HAS NOT BEEN DISCLAIMED UNDER THIS AGREEMENT, COX, AND NOT APPLE, IS SOLELY RESPONSIBLE FOR SUCH WARRANTY. IF YOU ARE A CUSTOMER OF COX RESIDENTIAL SERVICES AND IF THE LICENSED APPLICATION FAILS TO CONFORM TO SUCH WARRANTY, YOU MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE (IF ANY) PAID FOR THE LICENSE TO THE LICENSED APPLICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECTED TO THE LICENSED APPLICATION, AND ANY OTHER CLAIMS, LOSS, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO THE WARRANTY IS COX'S SOLE RESPONSIBILITY.
- 17) Terms Specific to Android Mobile Devices. If the Licensed Application is provided to You through Google, Inc.'s (Google, Inc. together with all of its affiliates, "Google") Google Play Store, the following terms and conditions are applicable to You and are incorporated into this Agreement by this reference:
- a) You acknowledge that Google is not responsible for providing support services for the Licensed Application;
 - b) If any of the terms and conditions in this Agreement are inconsistent with the Google Play Developer Distribution Agreement (the current version as of the date of this Agreement is located at: <https://play.google.com/about/developer-distribution-agreement.html>). The terms and conditions of Google's Google Play Developer Distribution Agreement will apply to the extent of such inconsistency or conflict.
- 18) Export Regulation. The Licensed Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Licensed Application to, or make the Licensed Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all Applicable Law and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Licensed Application available outside the US.

- 19) US Government Rights. If the Licensed Application is being used by or licensed to the United States Government, the following shall apply: the Licensed Application and related documentation are “commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Licensed Application” and “Commercial Computer Licensed Application Documentation”, as such terms are used in 49 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Licensed Application and Commercial Computer Licensed Application Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.
- 20) Open Source. The Licensed Application may utilize or include open source software as set forth at www.cox.com. You acknowledge and agree that Your right to such open source software is subject to any applicable open source license and additional terms and conditions. To the extent that there is any conflict between the terms of this Agreement and the terms of an open source software license, the terms of the open source software license will apply, solely as to that open source software.
- 21) Severability. If any provision of this Agreement is invalid, illegal or unenforceable under Applicable Law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
- 22) Security. You are responsible for all use of the Licensed Application made by You or anyone else using Your username and password and for preventing unauthorized use of Your username and password. If You believe there has been any breach of security such as the disclosure, theft or unauthorized use of Your username and password, You must notify COX immediately. We recommend that You do not select an obvious username and password and that You change it regularly.
- 23) Governing Law. This Agreement, and Your relationship with COX under the Agreement, shall be governed by the laws of the State of Georgia without regard to its conflicts of laws provision. You and COX agree that all court proceedings and arbitrations shall be in Fulton County, Georgia, with respect to any legal matter arising from this License Agreement. Notwithstanding this, You agree that Cox shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- 24) Amendments. COX reserves the right at its sole discretion to update, revise, supplement, and otherwise change the terms and conditions of the Agreement, and impose new or additional rules, requirements and restrictions, policies, terms, or conditions (collectively, “**Additional Terms**”) on Your use of the Licensed Application, Content and Services, at any time and from time to time. Such Additional Terms will be effective immediately and shall be deemed incorporated into this Licensed Application will be deemed to constitute Your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.
- 25) Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between You and COX with respect to the Licensed Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Licensed Application.
- 26) Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.