

Adelphia Gateway, LLC as of 08/24/2021
Effective Date: 01/13/2020

Status: Effective

Part 7.3.2 Form of Service Agreement for EBB Agreement, 0.0.0 A

FORM OF SERVICE AGREEMENT
FOR THE EBB

This EBB Agreement, executed this ____ day of _____, _____, by and between _____ (Service Requester Proprietary Number _____) ("EBB Subscriber"), and ADELPHIA GATEWAY, LLC (hereafter referred to as "Transporter"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, EBB Subscriber and Transporter do hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- a. Transporter shall make available for use by EBB Subscriber Transporter's computerized Electronic Communication system, the EBB ("EBB"), to perform such functions as may be available on the EBB from time to time.
- b. Use of the EBB is subject to the General Terms and Conditions, as well as the provisions of any Rate Schedule and Agreement, as set forth in Transporter's currently effective Tariff, as effective from time to time, and which are hereby incorporated by reference.
- c. EBB Subscriber agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and to make changes effective in (a) the rates and charges applicable to service pursuant to this EBB Agreement; and (b) any provision of Transporter's Tariff related to this EBB Agreement. Transporter agrees that EBB Subscriber may protest or contest the aforementioned filings, and EBB Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE II
TERM

The term of this EBB Agreement shall commence on the date of execution hereof and shall continue in full force and effect on a month to month basis until terminated by Transporter or EBB Subscriber, with thirty days' prior written notice of such termination.

ARTICLE III
ADDRESSES

Except as provided in the General Terms and Conditions of Transporter's Tariff, any notice, request, demand, statement, bill or payment pursuant to this EBB Agreement shall be in writing and shall be considered as duly delivered when received on-line via the EBB, or when received as registered, certified, or regular mail at the address of the parties hereto, as the case may be, as follows:

- (a) Transporter: Adelphia Gateway, LLC
Attn:
[ADDRESS]
[ADDRESS]
- (b) EBB Subscriber:
[The address EBB Subscriber shall designate by submitting the on-

line Contact Information as discussed in the Electronic Communications section of the General Terms and Conditions of Transporter's tariff.]

ARTICLE IV
INTERPRETATION

The interpretation and performance of this EBB Agreement shall be in accordance with the laws of the State of New York without recourse to the law governing conflicts of law.

This EBB Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE V
AGREEMENTS BEING SUPERSEDED

When this EBB Agreement becomes effective, it shall supersede any EBB Agreement(s) between the parties hereto with an earlier execution date.

IN WITNESS WHEREOF, the parties hereto have caused this EBB Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

ADELPHIA GATEWAY, LLC
By: [OPERATOR NAME],
Its Operator

By: _____

Title: _____

Signature

EBB Subscriber

By: _____

Title: _____

Signature