

SCI FIBER

Terms and Conditions Residential Internet Service

By signing this work order for residential high speed fiber optic internet services (“Services”) provided by SCI FIBER powered by SOUTH CENTRAL INDIANA RURAL ELECTRIC MEMBERSHIP CORPORATION and its affiliates and subsidiaries (collectively, “SCI FIBER”), you, the Customer, agree as follows:

- 1. TERMS AND CONDITIONS OF RESIDENTIAL SERVICE AND BILLING PROCEDURES.** The items listed below outline the terms and conditions of residential service, billing procedures, and relationship between you, the Customer, and SCI FIBER regarding the provision of the selected Services. Customer agrees to be bound by all the terms and conditions contained herein. Customer’s signature hereon evidences the agreement and certifies acknowledgement of receipt of the “installation packet,” which includes, among other things important customer information.
- 2. SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services set forth on this work order. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by SCI FIBER including but not limited to charges for installation and equipment.
- 3. LATE/OTHER CHARGES.** You understand that we may impose an administrative late fee (“Late Fee”) for each month’s charges not paid when due. The Late Fee is intended to be reasonable advance estimate of costs to manage past due accounts. Some examples of costs incurred to manage past due accounts include the additional expense associated with preparing additional bill statements, processing Customer’s service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work to collect past due accounts. SCI FIBER does not extend credit to our Customers and the Late Fee is not interest, a credit service charge or a finance charge. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including Late Charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge up to \$30.00. If you have not paid amounts due within 30 days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, you agree to pay to us, in addition to other amounts due, all reasonable agency and attorneys fees that we incur, including without limitation, court costs.
- 4. OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** “Equipment” includes all equipment, property, and facilities installed in or on your premises by us including, without limitation, optional network units and wiring. This Equipment delivered to Customer and/or installed on the premises to receive the Services shall remain the sole and exclusive property of SCI FIBER. Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the Equipment by SCI FIBER or return of the Equipment by Customer. You agree to pay any Equipment lease charges associated with the Services. Upon termination of Services for any reason, you agree to immediately return all Equipment in the same operating condition as when received (reasonable wear and tear excepted) directly to SCI FIBER within 5 days of the termination of Services. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to SCI FIBER for any reason within 5 days of termination of Services, including fire, flooding, storm or other incident beyond Customer’s control, Customer shall be liable to SCI FIBER for the full replacement cost of any unreturned or damaged Equipment.

You understand and agree that any deposit account may be used to offset the cost of any unreturned or damaged Equipment. Further, you understand and agree that SCI FIBER may charge your credit card on file at termination of Services for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

- 5. TAMPERING/MISUSE/LOST/STOLEN.** You shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from your premises and used in another location without prior authorization from SCI FIBER. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the Equipment. You understand that the law prohibits willful damage, alteration or destruction of Equipment.
- 6. TERMINATION OF SERVICE BY CUSTOMER.** Account holders may terminate Services upon completion of a minimum 12 months of service with 7 days’ advanced notice; otherwise, an early termination fee may apply. You may terminate Services in person at the system office or by telephone. Account holders are liable for all Services

rendered by SCI FIBER up to the time the account has been de-activated and all Equipment has been returned in accordance with these terms and conditions.

7. **THEFT OF SERVICE.** The receipt of Services without SCI FIBER's authorization is prohibited. You may be subject to both civil and criminal penalties for such conduct.
8. **TERMINATION OF SERVICE.** In the event your account becomes past due, all or part of your Service will become eligible for disconnection, except if the disconnection is requested by you, is necessary to prevent theft of service, or otherwise permitted pursuant to these terms and conditions or the Acceptable Use Policy. Once your bill is past due, we may disconnect your Service. Upon termination for any reason, SCI FIBER may charge additional fees on any unpaid balance. You understand and agree that any deposit account may be used to offset any outstanding balance and or the cost of any unreturned or damaged Equipment. Further, you understand and agree that SCI FIBER may charge your credit card on file at termination of Service in the amount of any outstanding balance and/or for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
9. **CHANGES IN SERVICE/CHARGES.** SCI FIBER may change our Services and charges, including deleting Services. SCI FIBER will give you thirty (30) days' prior written notice of increases or other changes in charges or Services in conformity with applicable law. You acknowledge that the content, programs and/or formats of the Services may be discontinued, modified or changed by SCI FIBER at any time without prior notice.
10. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Services shall only be provided to you at the address where SCI FIBER's installation is performed. Customer may not transfer Customer's rights or obligation to the Services to any successor tenant or occupant or to any other address without SCI FIBER'S prior written consent.
11. **SERVICE AND REPAIRS.** SCI FIBER will make reasonable efforts to maintain our system and respond to service calls in a timely manner. SCI FIBER will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is your sole responsibility and you must pay SCI FIBER for the cost of repair or replacement.
12. **ACCESS ON PREMISES.** By entering into this Agreement, you hereby grant to SCI FIBER a license to enter upon your premises to construct, install, maintain, inspect and/or replace all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you have authority to grant such a license to SCI FIBER or that you have obtained the consent from the owner of the premises for us to make the installation and maintenance contemplated by this Work Order. Furthermore, as the owner of the premises at which the Services are provided, you will, upon request, grant to SCI FIBER a perpetual easement without charge on and through my premises to construct, install, maintain, inspect and/or replace our outlets, transmission lines and all other Equipment necessary to provide Services to myself and others.
13. **COMPLIANCE WITH AGREEMENT.** We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.
14. **CORRESPONDENCE.** Do not mail written correspondence with your bill statement. PLEASE SUBMIT ALL CORRESPONDENCE TO SCI FIBER'S LOCAL OFFICE.
15. **PRIOR ACCOUNTS.** Customer warrants that no monies are owing to SCI FIBER from previous accounts with SCI FIBER. If SCI FIBER finds a prior account with Customer with monies owed to SCI FIBER, then SCI FIBER may apply any funds received to that prior account.
16. **AMENDMENT.** We may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notifications to you.
17. **CUSTOMER WARRANTIES.** You represent and warrant that you are at least 18 years of age and are legally authorized to enter into this Agreement. You warrant that you are legally empowered to authorize SCI FIBER to enter upon the premises for the purposes set forth in this Agreement, including but not limited to: (a) placing fiber optic transmission lines near or adjacent to the current locations of other utilities on the property, and if necessary, to install an above ground pedestal on the premises; (b) attaching wiring and equipment to a structure; and (c) installing, maintaining, repairing, or disconnecting Service.

18. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SCI FIBER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. SCI FIBER makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Services furnished hereunder.
- a. **Limitation of Liability.** SCI FIBER shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Services or any acts or omission associated therewith, including any acts or omissions by subcontractors of SCI FIBER, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails. SCI FIBER shall not be responsible for any losses or damages arising as a result of the unavailability of the Services, including the inability to reach 911 or any other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to customer-provided equipment, facilities or services.
 - b. **Customer Exclusive Remedy.** SCI FIBER's entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by SCI FIBER of any obligation SCI FIBER may have under these terms and conditions shall be Customer's ability to terminate the Services or to obtain the replacement or repair of any defective Equipment. In no event shall SCI FIBER liability to Customer for any claim arising out of this Agreement exceed the amount paid by Customer during the preceding thirty (30) day period.
19. **CUSTOMER INDEMNIFICATION.** YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SCI FIBER AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE SCI FIBER FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY SCI FIBER IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR USE OF THE SERVICES OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICES OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS OR THE ACCEPTABLE USE POLICY OR ANY AGREEMENT RELATED TO THE SERVICES.
20. **SERVICE INTERRUPTIONS.** SCI FIBER assumes no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming. We will restore service within seventy-two (72) hours after you report a service interruption or other problem if the cause was not beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather.
21. **VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY.** You understand and acknowledge that you may lose access to SCI FIBER's phone service or the service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) SERVICE PROVIDER' NETWORK OR FACILITIES ARE NOT OPERATING (ii) IF YOU OTHERWISE LOSE YOUR BROADBAND CONNECTION; (iii) IF YOU ARE EXPERIENCING A POWER OUTAGE; (iv) IF ELECTRICAL POWER TO THE MODEM IS INTERRUPTED; and (v) IF YOU FAILED TO PROVIDE A PROPER SERVICE ADDRESS OR MOVED THE SERVICE TO A DIFFERENT ADDRESS. You understand and acknowledge that in order for your 911/E911 calls to be properly directed, SCI FIBER must have your current service address and if you move your Service to a different address without SCI FIBER's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding or the SCI FIBER Phone service (including 911/E911) may fail altogether. You are required to notify SCI FIBER of any change of address of the voice enabled advanced modem for E911 calling service to work properly. You agree that, to the maximum extent allowed by law SCI FIBER shall have no liability for any damages caused, directly or indirectly, by customer's inability to access the Services, including the SCI FIBER's Phone and 911/E911 services. You agree to defend, indemnify, and hold harmless SCI FIBER, its officers, directors, employees, affiliates and agents and any other SCI FIBER who furnishes services to you in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, you or any third party or user of your account relating to the absence, failure or outage of

the Service, including 911 dialing and/or inability of you or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.

- 22. INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream Internet access data may be transferred between SCI FIBER's facilities and the network interface device at your home, office or apartment building. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer's modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond SCI FIBER's control. Actual internet speeds vary due to many factors including the capacity or performance of your computer or modem and its configuration, your wiring and any wireless configuration, your destination and traffic on the Internet, internal network or other factors at the internet site with which you are communicating, congestion on the network and the general speed of the public internet. The actual speed may affect your on-line experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, SCI FIBER reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.
- 23. INTERNET USE.** You understand that use of the Services is subject to SCI FIBER's Acceptable Use Policy, as may be amended from time to time, which can be found at www.sciremc.com, or may be requested by contacting us at SCI FIBER, 300 Morton Avenue, Martinsville, IN 46151, 765-342-3344. You assume all responsibility and liability for the security of information on your personal devices, including but not limited to your computer, and information you transmit or receive through the Services. SCI FIBER has no responsibility and disclaims any liability for the security of any information on your personal devices, or the security or accuracy of any information or data transmitted or received through the Services. SCI FIBER has no responsibility and disclaims any liability for unauthorized access by third persons to your personal devices, files, or data or any loss or destruction of your files or data.
- 24. INSIDE WIRING.** SCI FIBER is not responsible for the functionality, operability, repair, or maintenance of any wiring installed inside the premises, including, but not limited to, coax, cat 5, cat 6, HDMI, fiber optics, DVI, or twisted pair, or any wiring beyond the point of demarcation, or any wall plates, barrels, splitters, ground blocks, jacks, or house boxes located on the premises (all collectively referred to as the "Inside Wiring"), unless you and SCI FIBER otherwise agree in writing. SCI FIBER is not responsible for any damage, including, but not limited to, animal or pet damage, fire damage, weather damage, or cuts to the Inside Wiring. You will be charged for a service call and any applicable repair charges if SCI FIBER responds to a request for service and determines that the problem is caused by Inside Wiring.

BY EXECUTING BELOW YOU UNDERSTAND AGREE WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS WORK ORDER.

SIGN: _____

Technician Sign: _____

PRINT NAME: _____

Technician # _____

DATE: _____

THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE RETAIN THIS AND ALL ACCOMPANYING DOCUMENTS AND STORE THEM WITH YOUR OTHER IMPORTANT PAPERS

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