

Broadband Terms and Conditions

1) Broadband Service Description

- a. **Cable broadband** – Cable installations typically require a physical site survey by the cable company to determine if installation surcharges will apply. If the site survey shows additional construction is required, there are often construction fees required. Company will work with carrier to seek abatement or discounts of the construction costs. Company does not agree to pay construction fees, but reserves the right to do so. If carrier will not abate construction costs, and Company does not opt to pay construction fees, alternative services will need to be explored. If Company does opt to cover construction charges, there can be a substantial delay in getting that construction completed by the carrier that is outside the control of Company. Any construction will also require Right of Entry (RoE) and Authorization to Proceed paperwork from the carrier to be signed by the landlord of the building. Customer agrees to work with Company and landlord to provide such signature in a reasonable amount of time.
- b. **Dedicated ADSL** is a separate circuit unassociated with the voice line and is used strictly for data. This type of DSL is often referred to as “dry-pair” or “dry-loop” DSL. It is typically available if the location is within ~15,000 feet of the telephone company’s wire center with achievable speeds highest for locations nearest that wire center and lowest for locations near the 15,000 foot limit.
- c. **U-verse or AT&T Business DSL** is a type of DSL that uses fiber-to-the-remote-terminal to extend the reach of copper further from the wire center, resulting in higher speeds for larger footprints.
- d. **FIOS** is a high speed data connection provided via fiber-to-the-premise. It is available in a relatively small footprint. Company can offer this type of service wherever the carrier offers it.
- e. **Ethernet-over-Copper (EoC)** is a type of circuit where multiple twisted copper pairs are bundled into a higher speed circuit with Ethernet handoff. It is also referred to as Metro Ethernet because the distance limitation between location and wire center is much less than for ADSL and is thus more readily available in metropolitan areas.
- f. **Wireless 3G/4G LTE Service.** Company will typically install a 4G LTE (Long Term Evolution) service for failover connectivity. 4G LTE is a wireless service that provides much higher speeds than 3G wireless. In locations where 4G is not yet available, 3G will be selected automatically by the router. Speeds vary but typical 3G speeds are 512kbps to 1.5kbps. Typically 4G speeds are higher than 3 Mbps.
- g. **T-1** is an engineered dedicated circuit with Committed Information Rates with broad availability. Costs are typically much higher than alternative options and delivery times for deployment are often twice as long. T1 speeds at 1.5Mbps download by 1.5Mbps upload.

2) **MINIMUM ORDER SPEEDS** are the speeds that Company will order from the circuit provider. Circuits are delivered with the understanding that they be “Up To” the ordered speed. Speeds are not committed information rates. Actual realized speeds may be as low as 75% of provisioned/ordered speeds as a result of distance from the central office, and overhead on the circuit.

3) **PREFERRED BROADBAND NOT AVAILABLE** - If Company is unable to provision one of the preferred broadband service types outlined in the agreement to meet the Minimum Ordered Speeds, Company will order the 2nd Choice option as specified in the agreement. If that option is not available or was not specified in the agreement, alternative options will be provided to Customer in advance of provisioning and Customer will approve the variance in type of service as well as any price change prior to provisioning such sites.

4) **EXTENDED WIRING** - Lines shall be delivered by the circuit provider to the minimum point of entry (MPOE). If existing LAN wiring and/or wiring from MPOE to the location of the network equipment does not meet the requirements for adequate network services at the time of the install, Company shall install new inside wire at the pricing shown in the agreement. Customer shall assist with the coordination with the landlord or facility group as needed.

5) **SPECIAL CONSTRUCTION** - If delivery of circuit to Customer location requires special construction by the circuit provider because there are no existing facilities available to service that location, Customer will be responsible for costs associated with such construction unless Company is able to convince the circuit provider to waive said construction fees.

6) 4G/3G

- a. When included as part of the agreement, Company will provision a managed 4G/3G network connection. Unless specified otherwise in the agreement, each site is allowed a maximum of 1 Gigabyte (GB) per month of data transmission on this 3G/4G connection per site, pooled across all sites (e.g. 15 sites are allowed a total of 15 GB per month). Usage that exceeds the total allowed in the pool will be billed at a rate of \$20 per GB per month.
- b. When 4G/3G is used as a backup/failover service, automatic failover shall occur when the primary broadband connectivity service is not available for use. Upon restoration of primary broadband connectivity Company shall automatically, or through intervention, return the site to normal operating conditions. Proper operation of automatic failover is conditioned on the availability of 4/3G service availability during a broadband outage.
- c. Cellular service is dependent upon the service speeds available at the location and the placement of the router for optimal signal strength. Additional antennas or boosters may be needed to increase signal strength. If that is necessary, Customer agrees to cover the additional antenna costs or waive the requirement for 4G backup at that site. Customer will provide permission in writing to install if exterior antennas are required. Such installation may require drilling holes in building. Customer will gain landlord approval as required. Company will not be held responsible for poor performance due to signal strength in locations where permission has not been received. Additional equipment, alternate service, or on-site installation services may result in changes to your final contract price.

7) **COMMENCEMENT OF BILLING FOR INSTALLED CIRCUITS.** If Customer causes a delay in the completion of installation and successful test & turn-up by Company and if Company has begun to incur costs of delivering that service, Company will begin billing upon email notification to Customer that billing will commence. An example of this would be when a circuit is installed at a Customer location by a circuit provider and circuit provider begins billing Company for that circuit but Company is still waiting on Customer's permission to complete the full installation of services. In these types of situations, which will be reasonably explained in the email notification, Customer acknowledges that Company may begin billing for Services.

8) **USE OF SERVICE**

- a. Customer shall use the Service in compliance with, and subject to, all applicable government codes, ordinances, laws, rules and regulations, applicable tariff, and, in the case of Internet services, the AUP, and any additional documentation corresponding to the applicable Service posted on the Company Website, and shall secure, prior to the delivery of the Service, and maintain in full force and effect during the applicable Service Term, any and all necessary approvals, consents, rights of way, permits, franchises, licenses or similar approvals from all governmental and other authorities which are necessary or required to be obtained by the Customer in connection with the Services.
- b. Customer shall not use, or attempt to use, any Service for any fraudulent, unlawful, improper, harassing, excessive, harmful, or abusive purpose, in violation of the AUP or applicable tariff, and will not resell or attempt to resell any aspect of the Service, whether for profit or otherwise; Customer shall indemnify and hold Company harmless for any costs incurred by Company relating to such improper use, including, but not limited to, any fines imposed upon Company by a governmental or regulatory body. If Company suspects a violation of this provision, Company may: (i) begin legal action; (ii) suspend or terminate Service(s) immediately and without prior notice; (iii) suspend or terminate service(s) provided to Customer under any other agreement with us; and (iv) cooperate with law enforcement in prosecuting offenders. Company may terminate Customer's Service or change Customer's rate plan at any time if Company determines, in Company sole discretion, that Customer's use of the Service is excessive, unusually burdensome, or unprofitable to Company.
- c. Company may cooperate with law enforcement organizations that have lawfully requested pursuant to a valid subpoena or court order (i) trap and traces, pen registers, wire taps and similar call intercept methods, and (ii) information regarding Customer or any end user of Customer and provide such organizations with any information requested, including, but not limited to, names, email addresses, mailing or contact addresses, IP addresses, telephone numbers, call detail records, or call content. Customer agrees to cooperate with Company in investigating suspected violations.
- d. Customer remains responsible for its own network security and security violation response procedures. While a virtual private network ("VPN") or Managed Network Service ordered from Company may enhance Customer's ability to impede unauthorized access to its network and data, and may aid Customer in detecting potential security breaches and network irregularities, Customer understands and acknowledges that no Service is guaranteed to ensure Customer's network security or to prevent security incidents, and that Company is not responsible for any unauthorized third party or Customer employee access to Customer's facilities or data.