

SCI FIBER
Terms and Conditions for Residential Services
Rev. 3.0

Section #01: T&C Scope & Duration

The sections listed in this document outline the terms and conditions of Residential Services, billing procedures and relationship between Customer and South Central Indiana Rural Electric Membership Corporation, d/b/a SCI FIBER regarding the provision of selected Services as specified in the Services Contract. By submitting a request for Residential Services via SCI FIBER's website Customer agrees to be bound by all the terms and conditions contained herein which shall constitute an agreement with SCI FIBER. The service term specified in the Service Contract begins when any part of the contractual Services is turned on at Customer's premises.

SCI can amend or change these Terms and Conditions at any time at its sole discretion. The most current Terms and Conditions will be posted on the SCI FIBER website and Customer will be notified by email at least 30 days prior to any material change in these Terms and Conditions taking effect. The latest Terms and Conditions only apply to new or renewed Service Contracts that occur on or after the latest Terms and Conditions take effect.

When the Service Contract term is reached the Service Contract will automatically renew on a month-by-month basis, excluding any non-recurring charges. The Terms and Conditions posted on the SCI FIBER website at the time the Service Contract is signed or the Service Contract is renewed remain in effect for the duration of the Service Contract. It is Customer's responsibility to review the Terms and Conditions on the SCI FIBER website before signing the initial Service Contract or allowing an existing Contract to auto-renew.

Section #02: Contact Information & Correspondence

It is Customer's responsibility to make sure correct contact information is on record at SCI FIBER at all times so SCI FIBER can communicate to Customer billing information, changes in Terms and Conditions and any other information as SCI FIBER deems appropriate for Customer and SCI FIBER to meet their contractual obligations, and so SCI FIBER can be compliant with all communications required by law.

Customer understands that SCI FIBER bills will be emailed to the email address on file; bills will not be mailed. It is Customer's responsibility to make sure spam filters are properly set on Customer's devices so that e-mail communications from SCI FIBER are properly directed to Customer's email in-box.

Do not mail written correspondence with bill payments. Please submit all correspondence separately to SCI FIBER c/o South Central Indiana Rural Electric Membership Corporation, 300 Morton Avenue, Martinsville, IN 46151.

Section #03: Subscription and Payment Terms

Customer is subscribing to Services set forth in a work order or the SCI FIBER website and Customer agrees to pay monthly charges in advance, including, but not limited to all applicable taxes and fees. Taxes and fees may increase during the term of the contract, and Customer will pay such increased taxes and fees commencing with the next monthly bill. Customer agrees to pay for all Services provided by SCI FIBER including, but not limited to, charges for installation and equipment.

Recurring charges will begin upon the successful installation of ordered Services and will be invoiced monthly. A pro-rated portion of the recurring charges will be included on the initial invoice for the initial month or part thereof of Services as well the recurring charges for the next month's Services. Installation charges will appear on the initial invoice or on the invoice following the date of installation. Changes to ordered Services that result in a change in the recurring charge or Customer requested changes to the installation method initially quoted (e.g., inside conduit, demarcation extension, etc.) will be charged on the first invoice and may necessitate that a new Application and Agreement for Services reflecting the changes be executed by Customer.

Section #04: Late/Other Charges

Customer understands that SCI FIBER may impose an administrative late fee ("Late Fee") for each month's charges not paid when due. The Late Fee is intended to be a 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 its Customers and the Late Fee is not interest, a credit service charge or a finance charge. If Service is disconnected, SCI FIBER may impose a reconnect charge and/or security deposit in addition to collecting any outstanding balance, including Late Charge, before service is restored. If Customer's payment fails for any reason SCI FIBER may impose a service charge of up to \$25.00. If Customer has not paid amounts due within 30 days of the due date, and SCI FIBER uses the services of a collection agency and/or attorney to collect amounts due, Customer agrees to pay SCI FIBER, in addition to other amounts due, all reasonable agency and attorney's fees that SCI FIBER incurs, including without limitation, court costs. Customer shall have forty-five (45) days from the date of invoice to request a billing adjustment or the right to the billing adjustment shall be waived. All requests for billing adjustments shall be in writing and accompanied by supporting documentation.

A service call that SCI FIBER deems (i) not part of SCI FIBER's network responsibility or (ii) caused by Customer or Customer's agent, can result in truck-roll and service fees based on hourly rates applicable at that time. Customer agrees to accept and pay those charges. A complete list of SCI Fiber's fees is available at sciremc.com/scifiber/internet-resources/.

Section #05: Network Usage

Customer understands 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 sciremc.com/scifiber/internet-resources/ or may be requested by contacting SCI FIBER at SCI FIBER c/o South Central Indiana Rural Electric Membership Corporation, 300 Morton Avenue, Martinsville, IN 46151, 833-444-2504. Customer assumes all responsibility and liability for the security of information on Customer's personal or business or 3rd party devices, including but not limited to Customer's computer, and information Customer transmits or receives through the Services. SCI FIBER has no responsibility and disclaims any liability for the security of any information on Customer's personal, business or 3rd party 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 Customer's business or personal devices, files, or data or any loss or destruction of Customer files or data.

Section #06: Equipment Ownership & Risk of Loss

"Equipment" includes all equipment, property, and facilities installed in or on Customer premises by SCI FIBER including, without limitation, Network Interface Devices (NIDs), Optical Network Terminals (ONTs), switches and routers, leased telephones, and any other equipment that has not been expressly sold to Customer, but does not include any optical or copper cabling on Customer's side of any NIDs. 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. Equipment cannot be removed from Customer premises and used in another location. 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. Customer agrees to pay any Equipment lease charges associated with the Services. Upon termination of Services for any reason, Customer agrees to immediately return all Equipment in the same operating condition as when received (except for reasonable wear and tear) directly to SCI FIBER within 10 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 10 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. Customer shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Such alteration, misuse, repair, or tampering will constitute damaged equipment for which the Customer is liable for the full replacement cost.

Customer understands and agrees that any deposit on account may be used to offset the cost of any unreturned or damaged Equipment. Furthermore, Customer understands and agrees that SCI FIBER may charge Customer's credit card on file at termination of Services for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

SCI FIBER will make reasonable efforts to maintain its network 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.

Section #07: Access on Premises

Customer authorizes SCI FIBER and its agents to install a fiber drop at the address indicated in the registration process.

Customer warrants that Customer is either the owner of the premises or that Customer has the authority to give SCI FIBER access to the premises. If Customer is not the owner of the premises or does not have the authority, Customer is responsible for obtaining the necessary approval from whomever does have the authority to allow SCI FIBER and its agents into the premises to perform the activities to install, configure, maintain, inspect, upgrade, replace, or remove the services and/or equipment used to receive any service(s). In addition, Customer agrees to supply SCI FIBER and its agents, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.

Using the email address Customer provided when requesting broadband services, SCI FIBER will notify Customer before beginning installation of Customer's fiber drop. Once the fiber drop is complete SCI FIBER, or its agents, will use that same email address to schedule an in-home appointment to complete connection for Customer's service.

Whenever an on-site visit is required such as but not limited to service installation, network maintenance or service termination, Customer and SCI FIBER will make all reasonable efforts to schedule mutually acceptable visit time(s) falling within normal business hours.

Section #08: Changes in Services/Charges

SCI FIBER may change Services and charges, including deleting Services. SCI FIBER will give Customer thirty (30) days' prior written notice of increases or other changes in charges or Services in conformity with applicable law. Customer acknowledges 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.

Section #09: Termination of Services by SCI FIBER

SCI FIBER reserves the right to suspend performance or terminate Services for (i) breach of any of these terms and conditions, (ii) violation of SCI FIBER's Acceptable Use Policy, (iii) overdue payments, or (iv) if requested or mandated by Law Enforcement.

Upon termination for any reason, SCI FIBER may charge additional fees on any unpaid balance. Customer understands and agrees that any deposit account may be used to offset any outstanding balance and or the cost of any unreturned or damaged Equipment. Further, Customer understands and agrees that SCI FIBER may charge Customer's 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.

Section #10: Termination of Services by Customer

If any Services are terminated prior to Service commencement date for such Services, Customer agrees to pay SCI FIBER an early termination charge equal to: (i) all documented engineering, construction and electronics costs incurred; and (ii) any non-recurring fees SCI

FIBER incurs from other third parties in connection with cancellation of the Services. If any Services are terminated after the Service commencement date for such Services and prior to the expiration of the term of such Services contained in this Agreement, the Customer agrees to pay SCI FIBER an early termination charge equal to: (i) \$250, (ii) any non-recurring fees SCI FIBER incurs from other third parties in connection with cancellation of the Services; and (iii) any outstanding invoices or other amounts still owed by Customer. Such early termination charge payment shall be due within thirty (30) days of the effective date of cancellation.

Section #11: Telephone Number Porting

Any telephone numbers utilized for the provision of any service by SCI FIBER shall be deemed assigned to SCI FIBER and SCI FIBER has the sole discretion on “porting” such numbers during the term of the agreement and so long as any fees remain unpaid to the SCI FIBER including any termination fees provided for herein.

Section #12: Internet Access Speeds

The data rate specified in the contract is the maximum rate at which downstream and upstream data may be transferred between SCI FIBER’s facilities and the network interface device at Customer’s home; the actual rate will vary based on network loading and data transfer rates of Customer’s modem. Furthermore, data rates can be affected by networks beyond SCI FIBER’s control: networks to, from and while traversing the internet, including all servers along the way. The actual speed may affect Customer’s 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.

Section #13: Service Levels

SCI FIBER will provide a 24/7 call center for Customer to contact with any service issues. Issues reported after 5:00 PM or during the weekend will be followed up on the next business day.

Section #14: Inside Wiring

SCI FIBER is not responsible for the functionality, operability, repair, or maintenance of any wiring installed inside Customer’s premises, including, but not limited to fiber between the NID and ONT switch or router; coax, cat 5, cat 6, HDMI, fiber optics, DVI, or twisted pair cables; or any wall plates, barrels, splitters, ground blocks, jacks, or house/office boxes located on the premises, or any other wiring after the point of demarcation (typically the ONT, switch or router) unless Customer 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. Customer 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. If the problem is caused by cabling/wiring between the NID and ONT SCI FIBER will repair the cable and a service fee will be charged.

Section #15: Customer Warranties

Customer represents and warrants:

- I. that Customer is at least 18 years of age and is legally authorized to enter into this Agreement.
- II. that Customer is 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 cables 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, and that Customer so authorizes SCI FIBER on a perpetual basis.
- III. that Customer owes no monies to SCI FIBER or any divisions of South Central Indiana Rural Electric Membership Corporation. If SCI FIBER finds a prior account with Customer with monies owed to South Central Indiana Rural Electric Membership Corporation then SCI FIBER may apply any funds received to that prior account.

Section #16: Theft of Service

The receipt of Services without SCI FIBER'S authorization is prohibited. Customer may be subject to both civil and criminal penalties for such conduct. Theft includes but is not limited to Customer sharing internet and networking services between other homes and businesses.

Section #17: Transfer of Account / Change of Location

The Services shall only be provided to Customer 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.

Section #18: Warranty Disclaimer; Limitation of 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 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 SCI FIBER or subcontractors of SCI FIBER, or relating to any services furnished, or the act of installing fiber and equipment to provide Services, or removal of fiber and equipment to deinstall Services,

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 due to 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's liability to Customer for any claim arising out of this Agreement exceed the amount paid by Customer during the preceding thirty (30) day period.

Section #19: Customer Indemnification

Customer agrees that Customer 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) work performed installing, maintaining, servicing or deinstalling fiber services, (ii) Customer's use of the Services or equipment; (iii) violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from Customer's use of the Services or any unauthorized apparatus or system; or (iv) customer's breach of any provision of these Terms and Conditions or the Acceptable Use Policy or any agreement related to the Services.

The hold harmless agreement includes, but is not limited to, damage to the following:
Secondary electric, water, phone, gas, septic, wellhead, yard, garden, driveway, fences and dog fences.

Section #20: Service Interruptions

SCI FIBER assumes no liability for interruption of Service or alterations in programming due to circumstances beyond its control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. SCI FIBER assumes no liability for any substitution, discontinuation or modification of any programming. SCI FIBER will strive to restore service within seventy-two (72) hours after Customer reports a service interruption or other problem if the cause was not beyond SCI FIBER's control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather.

Section #21: Voice 911/E911 Service Limitations and Limitation of Liability

Customer understands and acknowledges that Customer may lose access to SCI FIBER's communication services 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 Customer otherwise loses Customer broadband connection; (iii) if Customer is experiencing a power outage; (iv) if electrical power to the modem is interrupted; and (v) if Customer failed to provide a proper service address or moved the service to a different address. Customer understands and acknowledges that in order for Customer 911/E911 calls to be properly directed, SCI FIBER must have Customer's current service address and if Customer moves Customer's 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. Customer is required to notify SCI FIBER of any change of address of the voice enabled advanced modem for E911 calling service to work properly. Customer agrees 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.

Prior to the initiation of Services, SCI FIBER will provide Customer with a warning label regarding the limitations or unavailability of 911 emergency dialing. Customer agrees to place the label on the first piece of equipment the fiber reaches inside the customer's premises. Customer may request and pick up additional labels, at no charge, at the front desk of SCI REMC headquarters (300 Morton Ave., Martinsville, IN 46151).

Customer agrees to defend, indemnify, and hold harmless SCI FIBER, its officers, directors, employees, affiliates and agents and SCI FIBER contractors who furnish services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, Customer or any third party or user of Customer's account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.

Section #22: Force Majeure

Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties. Notwithstanding anything to the contrary set forth herein, Customer agrees that payment obligations hereunder shall be absolute and not subject to delay due to any event of force majeure.

Section #23: Governing Law and Venue

This Agreement shall be construed and governed by the laws of the State of Indiana. The parties consent to the exclusive personal jurisdiction and venue of the federal and/or state courts in Morgan County, Indiana.

Section #24: Entire Agreement; Modification; Counterparts

This Agreement contains all of the agreements, promises and understandings between SCI FIBER and the Customer regarding the subject matter hereof and no oral agreements, promises, statements, assertions or representations by SCI FIBER or Customer or any employees, agents, contractors, or other representatives of either, shall be binding upon the parties. This Agreement cannot be modified unless such modification is made in writing and signed by a duly authorized representative of each party. Notwithstanding the foregoing, SCI FIBER may modify this Agreement, if necessary to update, clarify or correct any provision herein, without first providing notice or obtaining prior consent of the Customer, if, and only if, such modification is not material. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. The headings and captions in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.