

SCI FIBER
Terms and Conditions for Small Business Service

By signing this work order for small business fiber optic services, including but not limited to high speed data, internet, video or phone (individually and collectively, the "Services") provided by SCI Fiber, a division of SOUTH CENTRAL INDIANA RURAL ELECTRIC MEMBERSHIP CORPORATION, its affiliates and subsidiaries ("SCI FIBER"), the undersigned Customer agrees as follows:

1. **TERMS AND CONDITIONS OF BUSINESS SERVICE AND BILLING PROCEDURES.** The items listed below outline the terms and conditions of business service, billing procedures, and relationship between Customer, the Customer, and SCI FIBER regarding the provision of the selected Services. By completing the only process for services at SCI Fiber's website at sciremc.com/scifiber. Customer agrees to be bound by all the terms and conditions contained herein which shall constitute an Agreement with SCI FIBER.
2. **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 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.** Customer acknowledges and agrees delinquent amounts shall bear interest at the rate of 1.5% per month or the highest lawful rate, whichever is lower from the due date until the date paid in full. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including Late Fee, before service is restored. If Customer's check is returned for insufficient funds, we may impose a service charge up to \$30.00 or the maximum amount authorized by law. If Customer has 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, Customer agrees to pay to SCI FIBER, in addition to other amounts due, all reasonable agency and attorney 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 Customer premises by SCI FIBER 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. 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 (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. 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. Customer understands that the law prohibits willful damage, alteration or destruction of Equipment.

Customer understands and agrees that any deposit account may be used to offset 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 Services for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

5. **EARLY TERMINATION FEE; TELEPHONE NUMBER PORTING.** 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) one hundred percent (100%) of the monthly recurring charges for the Services multiplied by the number of months remaining in the first half of the term; (ii) fifty percent (50%) of the monthly recurring charges for the Services multiplied by the number of months remaining in the second half of the term; (iii) any non-recurring fees Company incurs from other third parties in connection with cancellation of the Services; and (iv) 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. Any telephone numbers utilized for the provision of any service by the SCI FIBER shall be deemed assigned to the SCI FIBER and the 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.

6. **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.
7. **TERMINATION OF SERVICE.** In the event Customer's account becomes past due, all or part of Customer's Service will become eligible for disconnection, except if the disconnection is necessary to prevent theft of service, or otherwise permitted pursuant to these terms and conditions or the Acceptable Use Policy. 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.
8. **CHANGES IN SERVICE/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.
9. **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.
10. **SERVICE AND REPAIRS.** SCI FIBER will make reasonable efforts to maintain our 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. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility and Customer must pay SCI FIBER for the cost of repair or replacement.
11. **ACCESS ON PREMISES.** By entering into this Agreement, Customer hereby grants to SCI FIBER a license to enter upon Customer premises to construct, install, maintain, inspect and/or replace all other Equipment necessary to provide Services. If Customer is not the owner of the premises, Customer warrants that Customer has authority to grant such a license to SCI FIBER or that Customer has obtained the consent from the owner of the premises for SCI Fiber to make the installation and maintenance. Furthermore, as the owner of the premises at which the Services are provided, Customer 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, fiber optic cables and all other Equipment necessary to provide Services to Customer and others.
12. **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.
13. **CORRESPONDENCE.** Do not mail written correspondence with bill payment. PLEASE SUBMIT ALL CORRESPONDENCE TO "SCI Fiber c/o SOUTH CENTRAL INDIANA RURAL ELECTRIC MEMBERSHIP CORPORATION's LOCAL OFFICE, ATTENTION BUSINESS SERVICES, 300 MORTON AVENUE, MARTINSVILLE, INDIANA 46151".
14. **PRIOR ACCOUNTS.** Customer warrants that no monies are owing 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.
15. **AMENDMENT.** We may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notifications to Customer.
16. **CUSTOMER WARRANTIES.** Customer represents and warrants that Customer is at least 18 years of age and are legally authorized to enter into this Agreement. Customer warrants 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.

- 17. 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.
- 18. 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) CUSTOMER'S 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 CUSTOMER'S USE OF THE SERVICES OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) CUSTOMER'S BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS OR THE ACCEPTABLE USE POLICY OR ANY AGREEMENT RELATED TO THE SERVICES.
- 19. 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 Customer 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.
- 20. VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY.** Customer understands and acknowledges that Customer may lose access to SCI FIBER's communication 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 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 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. Customer agrees to defend, indemnify, and hold harmless SCI FIBER, its officers, directors, employees, affiliates and agents and any other SCI FIBER who furnishes 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.

21. **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 Customer's business, office or 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 Customer's computer or modem and its configuration, Customer's wiring and any wireless configuration, Customer's destination and traffic on the Internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. 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.
22. **INTERNET USE.** 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, or may be requested by contacting us at **SCI Fiber c/o SOUTH CENTRAL INDIANA RURAL ELECTRIC MEMBERSHIP CORPORATION, Attention Business Services, 300 Morton Avenue, Martinsville, IN 46151, 765-342-3344.** Customer assumes all responsibility and liability for the security of information on Customer's business or personal 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 business or 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 Customer's business or personal devices, files, or data or any loss or destruction of Customer files or data.
23. **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 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.

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