

TERMS AND CONDITIONS OF SERVICE AGREEMENT

By agreeing to these Terms and Conditions and the installation work order for fiber optic services, including but not limited to high speed data or phone (individually and collectively "Services") provided by MCEC Fiber, Inc., you (Customer) acknowledge that you are at least 18 years of age and legally authorized to agree to the Terms and Conditions and billing procedures outlined below.

- 1. SUBSCRIPTION AND PAYMENT TERMS.** Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by MCEC Fiber, Inc. including but not limited to charges for installation and equipment.
- 2. SMARTHUB.** Customer is encouraged to complete the SmartHub registration process following the in-home installation. Customers are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments.
- 3. LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Customer understands that MCEC Fiber, Inc. may require a security deposit. If Service is disconnected, MCEC Fiber, Inc. may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, before service is restored. If Customer's check is returned for insufficient funds, MCEC Fiber, Inc. may impose a service charge up to \$10.00. If Customer has not paid amounts due within 5 days of the due date, a collection agency and/or attorney may be engaged to collect amounts due. Customer agrees to pay MCEC Fiber, Inc. for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.
- 4. OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** "Equipment" includes all Equipment installed by MCEC Fiber, Inc. in or on Customer premises including, without limitation, inside or outside optical network units (ONT) and wiring. This equipment and other MCEC Fiber, Inc. property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of MCEC Fiber, Inc. Customer assumes the risk of loss, theft, or damage to all Equipment at all times prior to the removal of the outside units by MCEC Fiber, Inc. or return of the inside units by Customer. Customers agree to pay any inside Equipment lease charges associated with the Service, if inside Equipment is chosen. Upon termination of Service for any reason, Customer agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to MCEC Fiber, Inc. within 5 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or the inside unit is not returned to MCEC Fiber, Inc. for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to MCEC Fiber, Inc. for the full replacement cost for any unreturned or damaged Equipment. Further, Customer understands and agrees that MCEC Fiber, Inc. may charge the credit card on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
- 5. TAMPERING/MISUSE/LOST/STOLEN.** 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. Equipment cannot be removed from Customer premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment.
- 6. TERMINATION OF SERVICE BY CUSTOMER.** Account holders may terminate Service in person at the office or by telephone. Account holders are liable for all Services rendered by MCEC Fiber, Inc. up to the time the account has been de-activated and all inside Equipment has been returned.

- 7. THEFT OF SERVICE.** The receipt of Services without authorization is a crime. Customer understands that the law prohibits willful damage, alteration, or destruction of Equipment. Customer may be subject to both civil and criminal penalties for such conduct. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from MCEC Fiber, Inc.
- 8. TERMINATION OF SERVICE BY SERVICE PROVIDER.** MCEC Fiber, Inc. will give Customer five (5) days' prior notice of disconnection of all or part of Service, except if the disconnection is requested by Customer. If Customer's bill is not paid after notification is received, MCEC Fiber, Inc. may disconnect Service. Upon termination for any reason, MCEC Fiber, Inc. may charge additional fees on any unpaid balance.
- 9. CHANGES IN SERVICE/CHARGES.** MCEC Fiber, Inc. may change or eliminate Services and charges.
- a. MCEC Fiber, Inc. will give Customer 30 days' notice of increases or other changes in charges, or
 - b. Services in conformity with applicable law.
- 10. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided at the address where MCEC Fiber, Inc. completes installation. Account holder may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without providing MCEC Fiber, Inc. with written consent from both parties (unless previous party is deceased).
- 11. SERVICE AND REPAIRS.** MCEC Fiber, Inc. will make reasonable efforts to maintain system and respond to service calls in a timely manner. MCEC Fiber, Inc. will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility. Customer is responsible to pay cost of repair or replacement.
- 12. ACCESS ON PREMISES.** As a condition of receiving services, Customer grants to MCEC Fiber, Inc. authorization to enter premises to construct, install, maintain, inspect, and/or replace all other Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to MCEC Fiber, Inc. a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace our outlets, transmission lines and all other Equipment necessary to provide Services to Customer and others.
- a. If Customer is not the owner of the premise, Customer warrants that he/she has authority to grant such access to MCEC Fiber, Inc. or that he/she has obtained the consent from the owner of the premises for MCEC Fiber, Inc. to install and maintain Equipment as indicated on work order.
- 13. PRIOR ACCOUNTS.** Customer warrants that no monies are owed to MCEC Fiber, Inc. from previous accounts with MCEC Fiber, Inc. If MCEC Fiber, Inc. finds a prior account with Customer where money is owed, then MCEC Fiber, Inc. may apply any funds received to that prior account.
- 14. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. MCEC Fiber, Inc. DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.
- a. MCEC Fiber, Inc. makes no warranty, express or implied, including any warranty of

merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder.

- b. Limitation of Liability: MCEC Fiber, Inc. shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of MCEC Fiber Inc., 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.
- c. Customer Exclusive Remedy: MCEC Fiber, Inc.'s entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by MCEC Fiber, Inc. of any obligation MCEC Fiber, Inc. may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall MCEC Fiber, Inc.'s liability to Customer for any claim arising out of this Agreement exceed the amount paid by the Customer during the preceding 30-day period.

15. CUSTOMER INDEMNIFICATION. CUSTOMER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS MCEC Fiber, Inc. AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY MCEC Fiber, Inc. IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION

- a. ARISING OUT OF (i) CUSTOMER USE OF THE SERVICE 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 USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) CUSTOMER BREACH OF ANY PROVISION OF THIS AGREEMENT.

16. SERVICE INTERRUPTIONS. MCEC Fiber, Inc. assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. However, credit adjustments will be determined on a case by case basis.

17. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY. THE SERVICE AND THE EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MCEC FIBER, INC. AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OF THE SERVICE, THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MCEC FIBER, INC. AND ITS SUPPLIERS MAKE NO EXPRESS WARRANTIES REGARDING THE SERVICE AND THE EQUIPMENT AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- a. MCEC FIBER, INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS (COLLECTIVELY "MCEC FIBER, INC. PARTIES") WILL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS IN CONNECTION WITH THE SERVICE AND THE EQUIPMENT RESULTING FROM: (I) AVAILABILITY OR QUALITY WITHIN THE COVERAGE AREA REGARDLESS OF THE CAUSE(S) OF THE PROBLEM; (II) OTHER USERS ACCESSING SUBSCRIBER DEVICE; (III) VARIATIONS IN THE SPEED OR BANDWIDTH AVAILABILITY TO EACH DEVICE CONNECTED TO THE MCEC FIBER, INC. NETWORK; (IV) SECURITY BREACHES; (V) EAVESDROPPING; INTERCEPTION OF TRAFFIC SENT OR RECEIVED

USING THE SERVICE; (VI) SUBSCRIBER'S RELIANCE ON OR USE OF THE SERVICE; (VII) INTERRUPTIONS (INCLUDING DUE TO MAINTENANCE), DELETION OF FILES, ERRORS, OR DEFECTS REGARDLESS OF WHETHER SUBSCRIBER'S DATA IS MAINTAINED ON THE MCEC FIBER, INC. SERVERS OR SUBSCRIBER DEVICE(S); (VIII) DELAYS IN OPERATION, TRANSMISSIONS, CORRUPTION OF DATA, INVALID DESTINATIONS OR ANY FAILURE OF PERFORMANCE OF THE SERVICE; (IX) USE OF THE SERVICE BY SUBSCRIBER OR A THIRD PARTY THAT INFRINGES A THIRD PARTY'S COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OTHER INTELLECTUAL PROPERTY, PROPRIETARY, OR CONTRACTUAL RIGHTS; OR (X) ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY THIRD PARTY PRODUCTS, SERVICES OR INFORMATION OR THE MERCHANTABILITY OF SUCH ITEMS (INCLUDING ANY SUCH ITEMS OFFERED THROUGH CO-BRANDED WEB SITES LINKED FROM THE MCEC FIBER, INC. WEB SITES).

- b. THE MCEC FIBER, INC. PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR (I) SUBSCRIBER FAILURE TO PROPERLY INSTALL, USE OR OPERATE THE EQUIPMENT OR (II) ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF SUBSCRIBER'S DEVICES, SOFTWARE, FILES, DATA, PERIPHERALS OR PROPERTY DUE TO SUBSCRIBER'S INSTALLATION, ATTEMPTED INSTALLATION, USE, REPAIR OR REMOVAL OF THE EQUIPMENT.
- c. THE FOREGOING LIMITATIONS APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF THE MCEC FIBER, INC. PARTIES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ANY MCEC FIBER, INC. PARTY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. SUBSCRIBER'S EXCLUSIVE AND ONLY REMEDIES UNDER THE AGREEMENT ARE AS EXPRESSLY SET FORTH IN THE AGREEMENT.
- d. THE CUMULATIVE LIABILITY OF ANY MCEC FIBER, INC. PARTY TO SUBSCRIBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE AND THE EQUIPMENT WILL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.
- e. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO MCEC FIBER, INC. PARTIES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS.
- f. SUBSCRIBER MAY HAVE OTHER RIGHTS UNDER CERTAIN LAWS IN CERTAIN STATES WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.

18. INTERNET ACCESS SPEEDS. The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between MCEC Fiber, Inc. facilities and the network interface device at Customer premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of MCEC Fiber, Inc. Actual internet speeds vary due to many factors including the capacity or performance of computer and its configuration, wiring and any wireless configuration, 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 on-line experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, MCEC Fiber, Inc. 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.

19. INTERNET USE. Customer understands that use of Services is subject to MCEC Fiber, Inc.'s Acceptable Internet Use Policy, which may be amended from time to time. Policy can be found at online at www.mcecfiber.com or by contacting MCEC Fiber, Inc. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, information transmitted or received through the Services. MCEC Fiber, Inc. assumes no responsibility and disclaims any liability for the security of any information on Customer personal devices, or the security or accuracy of any information or data transmitted or received through the Services. MCEC Fiber, Inc. has no responsibility and disclaims any liability for unauthorized access by third persons to Customer personal devices, files, or data or any loss or destruction of files or data.

20. TROUBLESHOOTING. Please contact our tech support 24/7 for service issues at 1 (855) 907-3023 relating to internet and telephone.

21. COMPLIANCE WITH AGREEMENT. MCEC Fiber, Inc. reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or policies related to the Services.