TERMS AND CONDITIONS OF SERVICE AGREEMENT

By signing this agreement 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 TRICOLINK (TRICOLINK), 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 is subscribing to Services set forth on the installation work order on a month to month basis. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by TRICOLINK including but not limited to charges for installation and equipment.
2. **MY ENERGY ONLINE.** Customer is required to complete the My Energy Online registration process following the in-home installation. TriCoLink primary billing method is via email billing (E-bill). The customer will have the option of a traditional paper bill being mailed to their billing address. A monthly fee of $4 will be added to each bill for that service. 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 TRICOLINK may require a security deposit and/or issue administrative late fee (Late Fee) for monthly charges not paid by stated due date. The Late Fee is a reasonable estimate of costs to manage past due accounts. Examples of these costs include preparing additional bill statements, processing Customer 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. TRICOLINK does not extend credit to Customers and the Late Fee is not interest, a credit service charge or a finance charge. If Service is disconnected, TRICOLINK may impose a disconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fee, before service is restored. If Customer's check is returned for insufficient funds, TRICOLINK may impose a service charge up to $25.00. If Customer has not paid amounts due within 30 days of the due date, a collection agency and/or attorney may be engaged to collect amounts due. Customer agrees to pay TRICOLINK 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 TRICOLINK in or on Customer premises including, without limitation, inside or outside optical network units (ONT) and wiring. This equipment and other TRICOLINK 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 TRICOLINK. Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the outside units by TRICOLINK 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 TRICOLINK 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 TRICOLINK for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to TRICOLINK for the full replacement cost for any unreturned or damaged Equipment. Further, Customer understands and agrees that TRICOLINK 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 at any time. Account holders may terminate Service in person at the office or by telephone. Account holders are liable for all Services rendered by TRICOLINK 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 TRICOLINK.
8. **TERMINATION OF SERVICE BY SERVICE PROVIDER**. TRICOLINK 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, TRICOLINK may disconnect Service. Upon termination for any reason, TRICOLINK may charge additional fees on any unpaid balance. Further, Customer understands and agrees that TRICOLINK may charge credit card on file at termination of Service in the amount of any outstanding balance, fees and for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
9. **CHANGES IN SERVICE/CHARGES.** TRICOLINK may change or eliminate Services and charges.
   (a) TRICOLINK 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 TRICOLINK 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 TRICOLINK with written consent from both parties (unless previous party is deceased and, in that case, will need to provide a death certificate).

11. **SERVICE AND REPAIRS.** TRICOLINK will make reasonable efforts to maintain system and respond to service calls in a timely manner. TRICOLINK 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 TRICOLINK 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 TRICOLINK 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 TRICOLINK or that he/she has obtained the consent from the owner of the premises for TRICOLINK to install and maintain Equipment as indicated on work order.

13. **PRIOR ACCOUNTS.** Customer warrants that no monies are owed to TRICOLINK from previous accounts with TRICOLINK. If TRICOLINK finds a prior account with Customer where money is owed to TRICOLINK, then TRICOLINK 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. TRICOLINK DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

(a) TRICOLINK 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: TRICOLINK 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 TRICOLINK, 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: TRICOLINK entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by TRICOLINK of any obligation TRICOLINK 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 TRICOLINK 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 TRICOLINK AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE TRICOLINK FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY TRICOLINK 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 INTERUPTIONS.** TRICOLINK 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. VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY: Customer understands and acknowledges that access to TRICOLINK Phone service may be lost 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) TRICOLINK NETWORK OR FACILITIES ARE NOT OPERATING (ii) BROADBAND CONNECTION IS LOST; (iii) CUSTOMER IS EXPERIENCING A POWER OUTAGE; (iv) ELECTRICAL POWER TO THE OPTICAL NETWORK TERMINATOR (ONT) IS INTERRUPTED; (v) CUSTOMER FAILURE TO PROVIDE A PROPER SERVICE ADDRESS OR MOVING THE SERVICE TO A DIFFERENT ADDRESS. Customer understands and acknowledges that in order for 911/E911 calls to be properly directed, TRICOLINK must have current service address and if Service is moved to a different address

without TRICOLINK approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding or the

(a) TRICOLINK Phone service (including 911/E911) may fail altogether. Customer is required to notify TRICOLINK of any change of address of the voice enabled advanced equipment for

(b) 911/E911 calling service to work properly. Customer agrees that, to the maximum extent allowed by law TRICOLINK shall have no liability for any damages caused, directly or indirectly, by Customer's inability to access the Services, including the TRICOLINK Phone and 911/E911 services. Customer agrees to defend, indemnify, and hold harmless TRICOLINK, its officers, directors, employees, affiliates and agents and any others who furnish services 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

(c) any third party or user of account relating to the absence, failure or outage of the Service, including

(d) 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.

18. **INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between TRICOLINK facilities and the network interface device at Customer premises. 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 TRICOLINK. 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, TRICOLINK 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 TRICOLINK Acceptable Internet Use Policy, which may be amended from time to time. Policy can be found at online at www.tricolinksc.com or by contacting TRICOLINK. 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. TRICOLINK 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. TRICOLINK 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 877-546-5823 relating to internet and telephone.

21. **COMPLIANCE WITH AGREEMENT.** TRICOLINK 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.

22. BY Agreeing to these terms, CUSTOMER UNDERSTANDS AND AGREES WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.FURTHER, CUSTOMER UNDERSTANDS THAT FIBER SERVICE REQUIRES ACTIVE ELECTRIC SERVICE AT MY LOCATION AND IF AN ELECTRICAL SERVICE OUTAGE OCCURS, THE FIBER OPTIC SERVICE, INCLUDING ALL TELEPHONE SERVICES, IF ELECTED, MAY NOT FUNCTION.

23. I, (hereinafter “Applicant” or “Customer”), hereby give TriCoLink permission to install, maintain, repair, and restore (hereinafter the “Work”) above ground or underground fiber service conductors and/or equipment at my home/business located at the property address specified above (hereinafter the “Property”).

TriCoLink Service Fees

Installation Fees:

All new TriCoLink customers (Tri-County Electric Cooperative Members) shall be required to pay $100.00 installation fee per fiber connection.

All new TriCoLink customers (Non- Tri-County Electric Cooperative Members) shall be required to pay $200.00 installation fee per fiber connection.

Service Fees:

Late Payment Fee- $5.00

Disconnect/Reconnect Fee- $25.00

Trip Fee- $75.00

Here are a few examples of when a Trip Fee will be added to a customer's account:

- A trip fee is charged TriCoLink sends a technician in the field to fix an issue on the customer's side of the equation.
- If TriCoLink has to dispatch a technician to a customer's home for intentional fiber wiring and or equipment damage. *Customer may also be charged for the damaged equipment.

Equipment Fee:

TriCoLink provides every fiber/phone customer with one modem at the time of service installation. Any modem lost, damaged, stolen or a failure to return after disconnection $ 200.00

Bad Check Fees: $50.00

Checks may be accepted for payment of bills, but if any check is returned for non-payment for any reason, a $30 returned check charge and a $20 handling fee will be charged and service and service disconnected as hereinafter set forth. Furthermore, if any customer has two (2) or more checks returned within six months' period, TriCoLink reserves the right to refuse payments from him/her by check.

HOLD HARMLESS AGREEMENT (PLEASE READ)

I AM THE OWNER, LESSEE, OR LICENSEE OF THE PROPERTY AND HAVE LAWFUL AUTHORITY TO PERMIT ENTRY UPON AND TO SAID PROPERTY, AND I HEREBY AGREE TO THE FOLLOWING PROVISIONS:

1. TriCoLink and/or its contractors will need access for work equipment and a clear route to begin the Work on facilities. Any obstacles such as fences, vehicles, landscaping, debris, etc. must be removed or relocated before Work begins.
2. While TriCoLink is responsible for locating publicly owned underground utility lines (telephone, fiber, catv, gas) through the National 811 (PUPS) system, I am solely responsible for identifying for TriCoLink and/or its contractors, the correct location of any underground objects, hazards, infrastructure, and vulnerable areas of the Property that: (1) might be damaged by said Work; or (2) would cause damage to the equipment of TriCoLink and/or its contractors during the Work. Underground objects include, but are not limited to: **septic tanks, drain lines, water lines, irrigation lines, and electrical lines not owned by** TriCoLink**.** Underground objects, hazards, infrastructure, and vulnerable areas of the Property should be exposed or clearly marked with paint, flags, or stakes.
3. I assume full responsibility and hold TriCoLink and/or its contractors harmless from any and all damage to aforementioned objects when it is caused by: (1) my failure to identify or mark an object; or (2) incorrectly identifying the location of an object.
4. TriCoLink and/or its contractors will perform the Work in a professional manner and use reasonable precaution to avoid or minimize damage to obvious above ground objects such as paved driveways, curbs, gutters, trees, shrubbery, crops, sidewalks, and buildings.
5. I am advised that damage **MAY** result from vehicles and equipment necessary to install, maintain, repair, and restore electric service to said Property.
6. TriCoLink and/or its contractors **WILL NOT** be held responsible for any damage that may result to concrete or asphalt driveways resulting from driving heavy vehicles and equipment across it when it is necessary for entry to the location of the Service. I assume full responsibility for any repair thereof. TriCoLink and/or its contractors **WILL NOT** be held responsible for any damage that may result to landscaping, trees, shrubbery, and other above ground objects as a result of Work required to provide service to said Property. **I assume full responsibility of any repair thereof.**
7. I understand that equipment tracks and ground disturbance **will result** from the use of equipment necessary for the Work and neither TriCoLink nor its contractors will be responsible for any repair thereof.
8. To meet the National Electric Safety Code, work site grading and landscaping must be at final grade before any electric service installation begins.
9. **I understand that I may be responsible for additional costs incurred by** TriCoLink **due to** TriCoLink's **inability to perform the Work on schedule as a result of my failure to have the site ready or remain ready until all Work has been completed and I agree to pay such charges.**
10. TriCoLink and/or its contractors **WILL NOT** be responsible for providing erosion control measures, re-seeding or re-sodding lawns, or replacing gravel in the area(s) disturbed due to said Work.
11. I understand that repairing, replacing, and installing underground service **requires** trenching or excavating. TriCoLink **WILL NOT** be held responsible for any damage that may result to landscaping, trees, shrubbery, and other above ground objects when work, such as trenching and excavating, is required to provide service to said Property. **I assume full responsibility for any repair thereof.**
12. TriCoLink and/or its contractors are responsible for backfilling all areas excavated at the completion of the Work. Areas may be backfilled above grade when possible. I acknowledge that I am solely responsible for backfilling any area(s) where Work was completed which have settled over time.
13. New rights-of-way will be cleared by TriCoLink, however, any and all cleanup and/or removal of all debris put on the ground will be the customer's sole responsibility. TriCoLink and/or its contractors **WILL NOT** provide cleanup and/or removal of tree debris by way of chipping, bush hogging, cutting, burning, or hauling.
14. I agree to be the single point of contact for TriCoLink. **I agree to be financially responsible to** TriCoLink **and/or its contractors for any damages or charges caused by myself or a contractor retained**

by me.

15. **I acknowledge that I have been given the opportunity to consult with an attorney prior to signing this document and I hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this document.**

Underground conductor (poles and equipment), fiber wires and equipment may be marked with paint and/or stakes. At your request, you may review your proposed installation with your area engineer before construction begins. We encourage members to discuss plans for installation with an area engineer before construction

TriCoLink

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