

Terms of Service

1. **TERMS AND CONDITIONS OF SERVICE AND BILLING PROCEDURES.** Customer (or "Applicant") agrees to be bound by service terms and conditions of BARConnects, LLC (dba "BARC Connects").
2. **MINIMUM SERVICE COMMITMENT AND PAYMENT TERMS.** During the commitment period, the Applicant agrees to take the minimum publicly available level of internet service for the applicable term at the published rate. Customer agrees to pay for all services provided by the service provider including but not limited to charges for installation, Equipment, Services, and all applicable local, state or federal fees, taxes and surcharges. The length of term and monthly billing for service begins once the service has been installed and connected to the Applicant's device(s).
3. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided to the Applicant at the address where installation is performed. Customer may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without BARC Connects' prior written approval.
4. **ACCESS ON PREMISES.** By entering into this agreement, Customer hereby grants to BARC Connects an easement on and through Customer's property to construct, install, maintain, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, material and infrastructure including, but not limited to, poles, wires, fiber optic cables, anchors, guys, cross arms, underground fiber optic cables, conduits, and other appurtenances for internal, or commercial purposes. Furthermore, as the owner of the premises at which the Services are provided, Customer grants BARC Connects a perpetual easement, without charge, on and through Customer's premises for the aforementioned purposes. Customer also hereby grants to BARC Connects full right of ingress and egress to, from and over the property in question for doing anything necessary or useful for the enjoyment of the easement hereby granted. If Customer is not the owner of the premises, Customer warrants that he/she has authority to grant such an easement to BARC Connects or that Customer has obtained the consent from the owner of the premises for BARC Connects to construct, install, maintain, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, material and infrastructure including, but not limited to, poles, wires, fiber optic cables, anchors, guys, cross arms, underground fiber optic cables, conduits, and other appurtenances for the aforementioned purposes.
5. **CUSTOMER WARRANTIES.** Customer represents and warrants that he/she is at least 18 years of age and is legally authorized to enter into this Agreement. Customer warrants that he/she is legally empowered to authorize BARC Connects to enter upon the premises for the purposes set forth in this Agreement, including but not limited to: (a) placing fiber optic transmission lines 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.
6. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** BARC CONNECTS' SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. BARC CONNECTS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

7. CUSTOMER INDEMNIFICATION. CUSTOMER AGREES THAT HE/SHE SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS BARC CONNECTS AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE BARC CONNECTS FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY BARC CONNECTS IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGEMENTS AND CAUSES OF ACTION ARISING OUT OF (i) CUSTOMER'S 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'S USE OF THE SERVICE; AND (iii) CUSTOMER'S BREACH OF ANY PROVISION OF THIS AGREEMENT.

8. SERVICE INTERRUPTIONS. BARC Connects assumes no liability for interruption of Service or alterations in programming due to circumstances beyond BARC Connects' control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. BARC Connects assumes no liability for any substitution, discontinuation or modification of any programming.

9. POWER REQUIREMENTS. The Customer understands that the fiber optic service requires electricity at the Customer's service location and if an electrical service outage occurs, all services delivered over the fiber which include Internet and could also include telephone and/or cable TV service, will not function during the outage period. By signing this application for services, including but not limited to high speed data, video or phone (individually and collectively "Services") delivered by BARConnects, LLC, Customer acknowledges that he/she is at least 18 years of age and legally authorized to agree to these terms of service. Customer understands a suitable deposit may be required for service and/or equipment. Customer authorizes any person, consumer reporting agency or credit reporting agency to compile and furnish BARC Connects any information it has on Customer or the entity on whose behalf Customer makes an application for service.

10. DAMAGE TO SERVICE PROVIDER EQUIPMENT. Any willful destruction of equipment supplied to the customer by the service provider to deliver service to the premise will be the responsibility of the customer to replace in full. BARC Connects will invoice the customer for all charges to replace the damaged hardware and there will also be a service charge for the technician's time to install the replacement hardware and perform service testing.

11. NETWORK MANAGEMENT PRACTICES. BARC Connects will not block or otherwise prevent end user access to lawful content, applications, services, or non-harmful devices. BARC Connects will not degrade or impair access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device. BARC Connects will not favor, directly or indirectly, some Internet traffic over other Internet traffic. BARC Connects will not use traffic shaping, prioritization or resource reservation techniques to benefit an affiliate. BARC Connects will not use traffic shaping, prioritization or resource reservation in exchange for consideration, monetary or otherwise. BARC Connects will not block or rate-control specific protocols or protocol ports. BARC Connects will not modify protocol fields in ways not prescribed by the protocol standard, or otherwise inhibit or favor certain applications or classes of applications.

12. CONGESTION MANAGEMENT. BARC Connects assigns a higher class of service to voice and video traffic over its transit and fiber backbone links. The purpose being that both services have a need for low latency and no packet congestion in order to function properly. Voice and video traffic are

prioritized over regular Internet data traffic only at times when the transit or fiber backbone links should become congested. BARC Connects performs routing monitoring on all network links to help ensure that traffic saturation does not occur on a regular basis. Should any segment of the network appear to be burdened with high traffic loads, BARC Connects will take steps to add or increase bandwidth on the affected segment to ensure all services have sufficient bandwidth available for our customers. BARC Connects does not prioritize or give priority to any type of Internet data traffic. All Internet traffic will be treated as best effort delivery and no end destination will be given priority over another.

13. DEVICE ATTACHMENT RULES. All BARC Connects fiber customers will receive an optical network terminal (ONT) that will physically connect to the indoor fiber drop at their premise. The type of ONT deployed will vary based upon commercial or residential purposes. For residential, BARC Connects will offer an ONT that has wireless, NAT and firewall capabilities at no additional charge for our customers use. For commercial customers, an ONT configured in bridged mode will be provided where the customer can connect their commercial grade CPE device to the Ethernet ports on the ONT. BARC Connects customers may not connect their own ONT off the fiber drop inside their premise. Any attempt to do so will result in a complete loss of service until a BARC Connects provided ONT is configured, deployed and tested at the customer premise. For video service, all customers must use a provided set top or DVR box from BARC Connects in order to use this service. Any attempt to use some third party device for this service will not be successful.

14. SECURITY. BARC Connects does not provide or ensure end user security to any customer owned device within the customer premise. Antivirus or firewall protection for a customer owned PC, laptop or hand-held device is the sole responsibility of the customer. BARC Connects does deploy security measures to secure its network hardware in the data center and the field against unauthorized access. This is accomplished through the use of its network monitoring software and firewall filtering policies within the edge and core of its network.

15. SERVICE DESCRIPTION. BARC Connects' service is a gigabit passive optical fiber-to-the-home (FTTh) network capable of gigabit speeds with latency of 5 – 50 milliseconds over its own network facilities. BARC Connects' service is suitable for any real-time voice or video application. BARC Connects offers triple-play services, including Internet, voice (VOiP) and video (iPTV). As an FTTh network, BARC Connects' non-broadband Internet access services (VOiP and iPTV) will not affect the last-mile capacity available for, or the performance of, BARC Connects' broadband Internet access service.

16. COMMERCIAL TERMS. BARC Connects' monthly prices, usage-based fees, and fees for early termination are available in various places on BARC's website at <http://www.barconnects.net> and at <http://shop.barconnects.net>. For further questions related to BARC Connects' prices and fees, interested subscribers can also email support@barconnects.net for more information.

17. REDRESS OPTIONS. Complaints and questions from subscribers, entrepreneurs, and other small businesses should be first directed to support@barconnects.net. If not resolved or addressed within sixty (60) days from date of receipt of email, complaints and questions should be escalated to Gary Sickler, General Manager, at gsickler@barconnects.net or by calling (800) 846-2272 during regular business hours.

Service Restrictions

Standard Installation includes up to 2 outlets inside the premises located no more than 125 feet from the BARC Connects ONT. Custom work includes, but is not limited to, extensive wall fishing, extensive drop ceiling work, including crawlspace, attic work; removal or replacement of fixtures; relocation of drops; installation of customer owned equipment, such as home theaters, DVR and High Definition TV equipment. Customers must make their own arrangement for any work deemed "custom" by BARC Connects, or, alternatively, pay the standard BARC Connects hourly rate for custom work.

Leased equipment must be returned to BARC Connects if service is cancelled. FCC regulatory fee varies during the year based on FCC mandated schedule. The names, images, and logos of features programs are the property of their respective owners. Other restrictions may apply. Phone Service and/or TV Service are NOT standalone services and are only available with bundled Internet Service.