

BARC Connects

Terms and Conditions of Service

All BARC Connects customers shall be bound by these terms and conditions of service.

1. **MINIMUM SERVICE COMMITMENT AND PAYMENT TERMS.** During the commitment period, the Customer agrees to pay for all services 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 at the premises.
2. **NEW CUSTOMERS.** All new installs, transfers of service, and similar initial connections of broadband service shall require a one-time installation fee. This is applicable whether or not the location already has a gateway or any other BARC Connects equipment on the premises.
 - a. The standard residential initial contract term shall be two years for owner-occupied premises and one-year for renters. There is no standard contract term for commercial customers.
 - b. All new customers shall sign or agree to BARC Connects' Application for Service and adhere to all terms and conditions of service, the privacy policy, and the acceptable use policy in order to remain customers of BARC Connects.
3. **NEW INSTALLATIONS OF SERVICE.**
 - a. Single Product Installations - Includes running (a) a fiber cable from the exterior NID to the ONT inside the customer's premises, and (b) a single Ethernet wired connection from the ONT to a device inside the customer's premises appropriate to the single product/service installed, not to exceed one hour of total installation time.
 - b. Double Product Installations - Includes running (a) a fiber cable from the exterior NID to the ONT inside the customer's premises, and (b)

two Ethernet wired or wireless connections from the ONT to devices inside the customer's premises appropriate to the products/services installed, not to exceed two hours of total installation time.

- c. Triple Product Installations - Includes running (a) a fiber cable from the exterior NID to the ONT inside the customer's premises, and (b) two Ethernet wired or wireless connections from the ONT to devices inside the customer's premises appropriate to all three products/services installed, not to exceed two hours of total installation time.
 - d. Pulling complimentary new wired connections inside the customer premises must be reasonably possible, not unreasonably intrusive, and must occur within the time limit allowed for the installation. Difficult wire pulls, fishing of walls, extensions of cables to garages, sheds and outbuildings, and other similarly challenging installation issues shall be separately charged at \$50 per hour.
4. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE. Service shall only be provided to the Customer at the address where installation is performed. Customer may not transfer Customer's rights or obligations to any successor tenant or occupant or to any other address without BARC Connects' prior written approval.
5. ACCESS ON PREMISES. By accepting service, Customer 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.

6. CUSTOMER WARRANTIES. Customer represents and warrants that he/she is at least 18 years of age and is legally authorized to enter into a contract with BARC Connects and receive service. 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 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. DAMAGE TO SERVICE PROVIDER EQUIPMENT. Any willful destruction of property and/or equipment supplied to the Customer will be at the full responsibility of the Customer. BARC Connects will invoice the Customer for all charges to replace the damaged property and/or equipment and there will also be a service charge for the technician's time to install the replacement equipment and perform service testing.
12. 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.

13. 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.
14. 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.

- 15.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.
- 16.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.
- 17.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.
- 18.REDRESS OPTIONS. Complaints and questions from subscribers and customers should be directed to support@barconnects.net or by calling (800) 846-2272.
- 19.TROUBLESHOOTING & SERVICE CALLS. Customers must first make a good faith attempt to troubleshoot service-related issues by calling BARC Connects technical support and working through all requested trouble resolutions steps with the BARC Connects' agent. If the technical support agent cannot resolve the issue(s), the trouble ticket will be escalated internally at BARC Connects for resolution. Escalation may include dispatch

of a technician to the Customer's premises (a "service call" or "truck roll"). If the issue is found to be directly related to BARC Connects' provision of Internet, voice or video services, BARC Connects will not charge the Customer for the service call. However, BARC Connects will charge the Customer its standard service call charge (also called a "truck roll fee") in the event that the (a) Customer's issue(s) are found to be unrelated to the BARC Connects service, or (b) Customer refuses to troubleshoot the issue(s) in good faith with BARC Connects' technical support agent prior to the service call. The standard demarcation point for service delivery shall be the optical network terminal provided by BARC Connects.

20. FREE DROP PROMOTION.

- a. Eligibility. Residents of certain areas designated by BARC Connects from time to time may be eligible to receive construction of a free service drop in conjunction with a new Internet service connection. Typically, the free drop promotion is ongoing during mainline construction, but may be extended by BARC Connects at its discretion. The promotion is combined with an installation fee to cover the costs of the in-home installation. Free drop promotions typically require a fixed-term contract to enable BARC Connects to recoup the construction costs associated with the service drop over the life of the initial contract.
- b. Limitations. The free drop promotion is limited by the following:
 - i. The total estimated cost of the drop, including construction, splicing, overhead and other expenses, shall not exceed \$7,000.
 - ii. If the total estimated cost of the service drop exceeds \$6,000, the consumer is required to subscribe to an Internet package at no less than \$80/month and must commit to a minimum 2-year agreement.
 - iii. If the total estimated cost of the service drop exceeds \$7,000, the consumer shall be subject to BARC Connects' standard drop extension policy in effect at that time and shall not be eligible for the free drop promotion.

- iv. The consumer must agree to pay for Internet service for the full term of the initial agreement or be subject to the contract break fee. The free drop promotion may be revoked by BARC Connects at any time for any reason at any location.
- c. Standard Drop Extension Charges. For drops in excess of \$7,000 or for drops in areas where the free drop promotion has been discontinued, BARC Connects' standard drop extension charges shall apply. See table below.

0 to 500 feet	\$	200	
500 to 1,000 feet	\$	300	
1,000 to 2,000 feet	\$	400	
2000+ feet	\$	500	Plus \$2.00 per foot after first 2,000 feet (OH)
			Plus adders for UG drop:
			Direct bury plow - \$3.00/ft
			Trench/plow 1.25" duct - \$10/ft
			Directional bore (no rock) - \$12/ft
			Directional bore (rock) - \$40/ft
Requires 2 year contract			

21. Billing

- a. Billing will always be for services to be rendered for the upcoming month (i.e. mailed at the beginning of August for the month of August). Customers have until the 15th to pay their bill. Customers who have not paid by the 15th will receive a delinquency notice informing them they have until the end of the month to pay or be disconnected. Prior to service disconnection, a BARC Connects representative will make an attempt to contact the customer by telephone. Autopay will be offered to avoid disconnection. A supervisor will review the cutoff list before disconnection occurs. If a customer does not pay their bill (plus late fee) by the 2nd of the next month the BARC will remotely shut down services at the customer premise. Thirty (30) days following disconnect, a service dispatch to the customer premise will take place to reclaim ONT & TV hardware.

Customers shall pay the past-due amount plus the current bill in order to be reconnected.

22.Changes in service

- a. Customers are required to maintain at least basic Internet service (\$60 minimum) at all times. Customers are free to increase or decrease their Internet speed tier, or add or remove telephone or TV service at their pleasure.
- b. Customers are allowed to put the premises into “vacation mode” for indefinite periods of time provided that they continue to pay the minimum monthly fee.
- c. Customers who cancel prior to the expiration of their contract term shall be required to pay the minimum monthly charge of \$60 multiplied against the remaining term of their contract.

Fee Schedule

Install Fee	\$100.00
Service Call Fee / Truck Roll Fee	\$100.00
Reconnection Fee	\$25.00
Late Payment Fee	\$10.00
Vacation Mode Fee	\$60.00
Unrecovered Equipment Fees	
ONT	\$250.00
DVR	\$250.00
Set top box	\$150.00
Repeater	\$150.00
Battery backup	\$100.00