

**Sebewaing Light and Water
Terms and Conditions of Service**

By signing this work order for broadband services, including but not limited to high-speed data, video, or phone (individually and collectively "Services") provided Sebewaing Light and Water and its affiliates and subsidiaries ("SLW"), you acknowledge that you are at least 18 years of age and legally authorized to agree to the following terms and conditions of service:

1. **TERMS AND CONDITIONS OF SERVICE AND BILLING PROCEDURES.** The items listed below outline the terms and conditions of service, billing procedures and relationship between you, the Customer and SLW regarding the provision of the SLW selected Services. Customer agrees to be bound by all the terms and conditions contained herein. Customer's signature heron evidences the agreement and certifies acknowledgement of receipt of the "installation packet", which includes, among other things important customer information.
2. **SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services set forth on this work order. Customer agrees to pay monthly charges in advance, all applicable taxes, and fees. Customer agrees to pay for all Services provided by SLW including but not limited to charges for installation, Equipment, Services provided on a per-channel or per-program basis, and all applicable local, state, or federal fees, taxes, and surcharges.
3. **LATE/OTHER CHARGES.** You understand that we may impose an administrative late fee ("Late Fee") for each month's charges not paid when due. The Late Fee is intended to be reasonable advance estimate of costs to manage past due accounts. Some examples of costs incurred to manage past due accounts include the additional expense associated with preparing additional bill statements, processing Customer's 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. SLW does not extend credit to our Customers and the Late Fee is not interest, a credit service charge, or a finance charge. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including Late Charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge up to \$30.00. If you have 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, you agree to pay to us, in addition to other amounts due, all reasonable agency and attorneys fees that we incur, including without limitation, court costs.
4. **OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** "Equipment" includes all Equipment installed in or on your premises by us including, without limitation, set-top boxes, remote control devices, cable modems, EMTA, wiring, and remote control. This equipment and other SLW 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 SLW. Customer assumes the risk of loss, theft, or damage to all Equipment at all times prior to the removal of the units by SLW or return of the units by Customer. You agree to pay any Equipment lease charges associated with the Service. Upon termination of service for any reason, you agree to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to SLW within 5 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to SLW for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to SLW for the full replacement cost of any unreturned or damaged Equipment.

You understand and agree that any deposit account may be used to offset the cost of any unreturned or damaged Equipment. Further, you understand and agree that SLW may charge your credit card on file at termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

5. **TAMPERING/MISUSE/LOST/STOLEN.** You 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 your premises and used in another location. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the Equipment.
6. **TERMINATION OF SERVICE BY CUSTOMER.** You may terminate Service by providing us at least 7 days advanced notice. You may terminate Service in person at the office or by telephone. Account holders are liable for all Services rendered by us up to the time the account has been de-activated, and we have received all

Equipment.

7. **THEFT OF SERVICE.** The receipt of Services without our authorization is a crime. You understand that the law prohibits: 1) theft or unauthorized use of service and 2) willful damage, alteration, or destruction of Equipment. You can be subject to both civil and criminal penalties for such conduct. Customer shall not intercept, receive, share, or assist in the interception, receipt, or sharing of any Service offered by SLW without the prior written authorization of SLW. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from SLW.
8. **TERMINATION OF SERVICE BY SLW.** We will give you ten (10) days' prior written notice of a disconnection of all or part of your Service, except if the disconnection is requested by you, is necessary to prevent theft of service, or is necessary to reduce or prevent signal leakage. Once your bill is forty-five (45) days' past due, we may disconnect your Service. Upon termination for any reason, the company may charge additional fees on any unpaid balance. SLW reserves the right to continue billing for services through the end of the billing cycle and until all Equipment has been returned. You understand and agree that any deposit account may be used to offset any outstanding balance and or the cost of any unreturned or damaged Equipment. Further, you understand and agree that SLW may charge your 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
9. **CHANGES IN SERVICE/CHARGES.** We may change our Services and charges, including deleting Services. We will give you thirty (30) days' prior written notice of increases or other changes in charges or Services in conformity with applicable law. You acknowledge that the content, programs and/or formats of the Services may be discontinued, modified, or changed by the owners of the services at any time without prior notice.
10. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided to you at the address where SLW' 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 SLW' prior written consent.
11. **SERVICE AND REPAIRS.** We will make reasonable efforts to maintain our system and respond to service calls in a timely manner. We 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 your sole responsibility and you must pay us for the cost of repair or replacement.
12. **ACCESS ON PREMISES.** By entering into this Agreement, you hereby grant to SLW a license to enter upon your premises to construct, install, maintain, inspect and/or replace our outlets, all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you have authority to grant such a license to SLW or that you have obtained the consent from the owner of the premises for us to make the installation and maintenance contemplated by this Work Order. Furthermore, as the owner of the premises at which the Services are provided, I will upon request grant to SLW a perpetual easement without charge on and through my premises to construct, install, maintain, inspect and/or replace our outlets, transmission lines and all other Equipment necessary to provide Services to myself and others and from time-to-time check for signal leakage.
13. **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.
14. **PARENTAL CONTROL.** Parental control features are available for use with the Service to block or "lock-out" and/or filter certain Internet content. You will find information in your "installation packet" on how to enable these features.
15. **CORRESPONDENCE.** Do not mail written correspondence with your bill statement. PLEASE SUBMIT ALL CORRESPONDENCE TO SLW LOCAL OFFICE 110 W Main Street, Sebewaing, MI 48759.
16. **PRIOR ACCOUNTS.** Customer warrants that no monies are owing to SLW from previous accounts with SLW. If SLW finds a prior account with Customer with monies owed to SLW, then SLW may apply any funds received to that prior account.
17. **AMENDMENT.** We may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notifications to you.
18. **NOTIFICATIONS.** You acknowledge receipt of an Acceptable Use Policy (AUP) as required by federal law.

19. **CUSTOMER WARRANTIES.** You represent and warrant that you are at least 18 years of age and are legally authorized to enter into this Agreement. You warrant that you are legally empowered to authorize SLW 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.
20. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. a.) SLW 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. SLW 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 SLW, 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. SLW' entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by SLW of any obligation SLW 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 SLW' liability to Customer for any claim arising out of this Agreement exceed the amount paid by Customer during the preceding thirty (30) day period.
21. **CUSTOMER INDEMNIFICATION.** YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SLW, LLC 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 US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR 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 YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.
22. **SERVICE INTERRUPTIONS.** We assume no liability for interruption of Service or alterations in service due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. We will restore service within seventy-two (72) hours after you 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.
23. **VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY-** You understand and acknowledge that you may lose access to SLW's Phone 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: (if) SLW' s NETWORK OR FACILITIES ARE NOT OPERATING (ii) IF YOU OTHERWISE LOSE YOUR BROADBAND CONNECTION; (iii) IF YOU ARE EXPERIENCING A POWER OUTAGE (iv) IF ELECTRICAL POWER TO THE MODEM IS INTERRUPTED; and (v) IF YOU FAILED TO PROVIDE A PROPER SERVICE ADDRESS OR MOVED THE SERVICE TO A DIFFERENT ADDRESS. You understand and acknowledge that in order for your 911/E911 calls to be properly directed, SLW must have your current service address and if you move your Service to a different address without SLW' approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding or the SLW Phone service (including 911/E911) may fail altogether. You are required to notify SLW of any change of address of the voice enabled advanced modem for E911 calling service to work properly. You agree that, to the maximum extent allowed by law SLW shall have no liability for any damages caused, directly or indirectly, by customer's inability to access the Services, including the SLW Phone and 911/E911 services. You agree to defend, indemnify, and hold harmless SLW, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, you or any third party or user of your account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of you or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.

- 24. INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream Internet access data may be transferred between SLW's facilities and the network interface device at your home, office, or apartment 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 SLW' control. Actual internet speeds vary due to many factors including the capacity or performance of your computer or modem and its configuration, your wiring and any wireless configuration, your destination and traffic on the Internet, internal network or other factors at the internet site with which you are communicating, congestion on the network and the general speed of the public internet. The actual speed may affect your on-line experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, we reserve the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.
- 25. INTERNET USE.** You understand that use of our internet Service is subject to our Acceptable Use Policy, as may be amended from time to time, which can be found at www.slandw.com, or may be requested by contacting us at SLW (inquiry@slandw.com). You assume all responsibility and liability for the security of information on your personal devices, including but not limited to your computer, and information you transmit or receive through the Services. We have no responsibility, and we disclaim any liability for the security of any information on your personal devices, or the security or accuracy of any information or data transmitted or received through the Services. We have no responsibility, and we disclaim any liability for unauthorized access by third persons to your personal devices, files, or data or any loss or destruction of your files or data.

BY EXECUTING BELOW, YOU UNDERSTAND AGREE WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS WORK ORDER.

SIGN: _____

Technician Sign: _____

PRINT NAME: _____

Technician # _____

DATE: _____

Internet Speed _____

ADDRESS: _____

Phone: _____

EMAIL: _____

THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE RETAIN THIS AND ALL ACCOMPANYING DOCUMENTS AND STORE THEM WITH YOUR OTHER IMPORTANT PAPERS