

# BENTON COUNTY WIRELESS INTERNET SERVICE AGREEMENT

(Before signing, read this document carefully.  
It constitutes a legal and enforceable contract.)

## 1. INTRODUCTION

Mainstream Fiber Networks, LLC ("MSFN") and the undersigned party ("Subscriber") enter into this Internet Service Agreement ("Agreement") as follows:

Internet Services: the term "Services" shall mean the Internet access made available and any other services that MSFN may provide to Subscriber either now or in the future. Services are delivered through connectivity to MSFN installed (whether by MSFN or its authorized agents) equipment ("Equipment"). Subscriber shall not sell, rebroadcast, transmit, share, trade, transfer, etc., any of such Services without MSFN's express, written consent. If MSFN determines that Subscriber has utilized Equipment (or any related equipment) or sold, leased or otherwise given possession or allowed the use of any of the same to any unauthorized party, MSFN may terminate this Agreement; and, in addition to all other applicable fees, Subscriber shall pay MSFN the full commercial usage rate for such unauthorized Services and their contents or the unauthorized use thereof (including their contents) as to Subscriber and as it regards each such unauthorized third parties, in any case, regardless of whether MSFN has or had the commercial rights to such Services. The payment of that amount and/or the termination of Services shall not prejudice MSFN's ability to exercise any other rights and remedies we MSFN may have under this Agreement, at law or in equity.

Services and MSFN-supplied Equipment are listed in Subscriber's Order Sheet (incorporated in this Agreement together with any future modifications to said Subscriber's Order Sheet). Subscriber should read and understand the Explanation of Services found on MSFN's Website at <https://msfiber.net/mainstream-wireless-benton-county>

This Agreement shall be effective and binding on the parties as of the date signed by Subscriber.

**SUBSCRIBER AND MSFN ENTER INTO THIS AGREEMENT, IN SOME CASES, TO FACILITATE MSFN'S BUILDOUT SCHEDULE. IN SUCH CASE MSFN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DATE ITS NETWORK IS BUILTOUT AND READY FOR SUBSCRIBER CONNECTION. IN THE EVENT MSFN DETERMINES THAT CONNECTING A PARTY DESIRING TO SUBSCRIBE IS NOT COMMERCIALY REASONABLE, MSFN SHALL SO NOTIFY SAID PARTY AND, IN THAT CASE, THIS AGREEMENT IS TERMINATED AND SAID PARTY HAS NO FURTHER OBLIGATION TO MSFN.**

### **1. SUBSCRIPTION REQUIREMENTS**

A. **Contractual Requirements:** Subscriber must be at least eighteen (18) years of age.

B. **Equipment:** Subscriber is responsible for the safety and security of MSFN's Equipment. Should such Equipment be stolen or damaged, Subscriber will be required to pay for applicable Equipment replacement and installation costs beyond that of "normal" wear and tear. Subscriber shall not relocate or tamper with the Equipment. Equipment as provided for Subscriber's use contains certain components and software proprietary to MSFN and/or its vendors. Subscriber agrees not attempt to reverse-engineer, decompile or disassemble any software or hardware contained within Equipment. Such actions are strictly prohibited and may result in the termination of Services and/or legal action. Failure to return Equipment in good working condition, ordinary wear and tear excepted, at the end of the Agreement will result in Subscriber being charged the full replacement cost of such Equipment.

### **2. TERM, PRICING AND INSTALLATION:**

This Agreement shall commence upon the initial Services activation date and shall continue month to month. This Agreement shall continue until terminated according to its terms by Subscriber or MSFN.

#### **A. Subscriber Information:**

The Subscriber listed herein will be the Primary Authorized User of the account.

**B.** Initial pricing details (including any fixed pricing period (if applicable), ("Initial Term") are contained in Subscriber's Order Sheet. This is a month-to-month Agreement. Upon the conclusion of any applicable Initial Term, Subscriber's price for Services may be adjusted by MSFN upon the delivery of notice of price adjustment. In the event Subscriber chooses not to accept such price increase, Subscriber may terminate Services according to the terms set forth below in paragraph 3.E.(2). If such termination notice is not received by MSFN, this Agreement shall continue and Subscriber is deemed to have accepted such modifications and is obligated to perform accordingly.

**C. Commencement of Installation:**

MSFN (or its authorized agents) will commence the installation process once Subscriber notifies MSFN by calling MSFN Customer Service at 844-752-6736.

By entering into this Agreement, Subscriber grants MSFN (or its authorized agents) a license to enter upon Subscriber's premises during normal business hours or at such time as may be mutually agreed by the parties (1) to install and maintain Service and Equipment; and (2) at the termination of Services to remove Equipment.

**D. Additional charges for Taxes, Tariffs and Fees:**

In addition to the charges for Services, and installation of equipment, Subscriber shall be charged and shall be obligated to pay monthly (1) all applicable taxes, tariffs or fees (such as, but not limited to, the applicable government investment recovery fee) associated with Subscriber's access to the Services or usage thereof and (2) any charges, howsoever characterized, which may be related to initial infrastructure installation as well as ongoing operations and use. These taxes, tariffs and fees are subject to change as they may be applicable. For a further explanation of Fee's please visit <https://msfiber.net/fee-disclosures>

**E. Subscriber's Full Payment Obligation; Limited Exceptions; Cancellation:**

**(1) Payment Obligation Upon Termination**

During the Term, Subscriber's obligation to make payments as identified in this Agreement (and in any amendments or revisions) is irrevocable whether or not service is terminated for any reason by Subscriber's action or failure to act including, but not limited to, failure to make payments when due.

**(2) Cancellation of Service; Return of Equipment**

Cancellation notice may be made by Subscriber by telephone or by e-mail. All equipment must be returned within five (5) business days of service termination. Subscriber's then final monthly billing will not include the days from the date of cancellation notice (to MSFN) to the close of the billing period. MSFN may pay the prorated amount using the card or bank account information on file. MSFN, in its sole discretion, may issue a paper check for refund amounts paid via other means or if more economical to do so. In the event Subscriber cancels service prior to fully amortizing any installation fee extended payment obligation, the unpaid balance shall be charged Subscriber in full using the credit card or bank account on file -- all as part of the final billing.

**(3) Service and Pricing Changes**

Any Services added or deleted by Subscriber and any pricing or Services changes made by MSFN shall be reflected on an amended Subscriber's Order Sheet which shall be subject to and hereby incorporated in this Agreement and shall supersede any prior versions of Subscriber's Order Sheet. Any revised Subscriber's Order Sheet shall be effective upon delivery to Subscriber. Such newly agreed Services shall be prorated, as required, and billed at the next regular billing. It is provided however, that any change in Services or pricing of Services, (1) extending beyond the Initial Term and (2) stated on the face of the Subscriber's Order Sheet shall be effective without additional notice and Subscriber shall be obliged to perform according to the terms of such Subscriber's Order Form.

**(4) Service and Support:** MSFN provides technical support, service and repair at best effort for equipment owned and installed by MSFN at no cost to Subscriber provided such repairs or replacements are not required as a result of the acts or negligence of Subscriber or any other person. Generally, this means the equipment and materials used in the delivery stream up to and including the access termination point. If MSFN responds to a service request and

determines the problem to be in equipment or systems not owned and installed by MSFN, the Subscriber may be charged for professional services, and the rate is posted on our website at <https://msfiber.net/explanation-of-services/>

**(5) Returned Checks; Declined Credit Cards; or ACH Failures:** Subscriber (1) shall be charged and (2) is then obliged to pay \$50.00 for each returned check, ACH failure, or credit card decline for whatever reason, including but not limited to, insufficient funds, closed account or post-dating; and, MSFN, in its sole discretion, may elect to terminate this Agreement.

### 3. FURTHER OBLIGATIONS OF SUBSCRIBER

**A. Billing; Contact Information:** Subscriber must provide MSFN with accurate and complete billing information, including legal name, address, telephone number, and, when applicable, credit card/billing information. Subscriber must report to MSFN all changes to this information within seven (7) days of the change.

**B. Billing; Renewal Term:** Subscriber shall incur monthly charges from the date of Service activation. All billing periods shall be full calendar months. Invoices may include an installation charge (See Subscriber's Order Sheet.) All monthly fees and payments are due within the time indicated on the billing invoice.

**C. All billings and notices shall be delivered to Subscriber via delivery to Subscriber's electronic mailbox(email address) as noted in this Agreement. Subscriber may elect to receive paper invoices for an additional charge. See <https://www.msfiber.net/index.php/fee-disclosures/> for more detail.**

**D. Delinquent Accounts:** Delinquent accounts may be suspended or terminated at the sole discretion of MSFN. MSFN will bill and Subscriber upon payment of a \$100.00 reinstatement charge and the agreement of MSFN reinstate the suspended account. All delinquent accounts and/or breaches of this Agreement by Subscriber shall be subject to a monthly late fee of one and three-quarters of one percent (1.75%) (or the maximum amount allowed by law, whichever is less) and any attorney fees, collection costs, or expenses incurred to collect a delinquent account or remedy a breach.

### 4. SUBSCRIBER ACCOUNT, PASSWORD AND SECURITY

Subscriber and Subscriber's appointed authorized users of Subscriber's MSFN account must comply with this Agreement and the Acceptable Use Policy. Subscriber is responsible to assure that no unauthorized users access Services through Subscriber's account. Upon discovering any unauthorized use of its account, Subscriber must immediately notify MSFN by phone at 844-752-6736 or by electronic mail at [info@msfiber.net](mailto:info@msfiber.net).

### 5. MONITORING THE SERVICES

MSFN reserves the right to monitor the Services provided in accordance with its Acceptable Use Policy. MSFN reserves the right to monitor the service status in both Subscriber specific and/or aggregate fashion for purposes of maintaining or improving Subscriber and infrastructure performance. MSFN may disclose information regarding use of the Services if MSFN, acting in its sole discretion, believes that it is reasonable to do so (1) for compliance with law, legal process or other authorized requests; (2) to assure the Services are operating properly; or, (3) as MSFN deems reasonable to protect itself and its Subscribers. MSFN may immediately remove material or information from MSFN servers, in whole or in part, which MSFN, in its sole and absolute discretion, determines may infringe another's property rights or violate the Acceptable Use Policy.

### 6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Except for certain products and services specifically identified as being offered by MSFN, MSFN does not control any materials, information, products, or services on the Internet. The Internet contains unedited materials, some of which are sexually explicit or may be deemed offensive. Subscriber agrees that MSFN has no control over and accepts no responsibility for such materials. Subscriber assumes full responsibility and risk for use of the Services and the Internet and is solely responsible for evaluating the accuracy, completeness, usefulness, and appropriateness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the Service or the Internet.

The Services are provided on an “as-is” and “as-available” basis. MSFN makes no warranty, express or implied, that the Services will be uninterrupted, error-free, or free of viruses or other harmful components. MSFN make no warranty express or implied, including but not limited to, warranties of title, non-infringement, merchantability, and fitness for a particular purpose regarding any merchandise, information or service provided through MSFN or the Internet . No advice or information given by MSFN or its representatives shall create a warranty of any kind whatsoever. MSFN and its principals or employees are not liable for any costs or damages arising directly or indirectly from Subscriber’s use of the Internet, including any indirect, incidental, exemplary, multiple, special, punitive, or consequential damages.

MSFN shall not be liable for any failure of or delay in performance due to circumstances beyond its reasonable control, which may include, without limitation, adverse atmospheric conditions including misalignment of equipment due to high winds, Acts of God, fires, earthquakes, floods, power or technical failure, acts of any governmental body, labor disputes, changes in law, regulation or government policy, riots, war, epidemics, acts or omissions of vendors or suppliers, equipment failures or transportation difficulties. MSFN assumes no liability for performance degradation due to radio-frequency (RF) interference, equipment misalignment or the effect of adverse atmospheric conditions. MSFN assumes no liability for loss of data, revenue or other circumstances resulting from delays, non-deliveries or Service interruptions. MSFN shall not be held responsible for any damages that may occur to any other equipment or property, or any other consequential or incidental damages of any kind, whether based on contact, negligence or strict liability.

## 7. WEBSITE USAGE

The MSFN site on the World Wide Web may provide some complementary information services offered at no charge to users. MSFN may provide links on the website to other websites which are not under its control. These links are provided for convenience only and are not intended as an endorsement by MSFN of the organization or individual operating the website, or a warranty of any type regarding the website or the information on the website. Subscribers may not link to MSFN’s website unless given express written consent. Inquires can be made at [info@msfiber.net](mailto:info@msfiber.net).

(1.) Many portions of the website, including 3<sup>rd</sup> party social media websites, are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by MSFN. MSFN assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. Subscriber shall hold MSFN harmless from all claims based upon the materials posted by others. Subscriber will defend and indemnify, MSFN from any claims made by third parties regarding the material that Subscriber provides. Personal information posted by Subscriber to the website is posted at Subscriber’s own risk. MSFN will have no liability arising from use of that information. Subscriber shall not use the website to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. Subscriber agrees not to post, upload or otherwise introduce a virus or other harmful code onto the website.

(2.) Subscriber’s posting of material on the website, providing material to MSFN to use on the website, or material posted to or displayed on any social media websites will be deemed to be a grant by Subscriber to MSFN of a license to the material to include the material on the website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and Subscriber waives all rights of attribution and integrity with respect to the material.

## 8. TERMINATION

Without prior notice, MSFN may terminate this Agreement together with Subscriber’s password, account, and/or use of the Services, for any reason in its sole judgment, including, without limitation, MSFN believes Subscriber has violated this Agreement, its Acceptable Use Policy, or any of the applicable user policies, or if Subscriber fails to pay any charges when due. **MSFN may provide termination notice to Subscriber by email addressed to Subscriber’s email account, or by U.S. Mail or courier service to the address you provided for the Services.**

## 9. JURISDICTION

This Agreement is governed by Indiana law without regard to conflict of law provisions. The state courts located in Brown County, Indiana, alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. Subscriber consents to the personal jurisdiction of such courts with respect to such matters or otherwise between Subscriber and MSFN, and Subscriber waives its rights to (i) removal or (ii) consent to removal to federal courts.

## 10. ACCEPTABLE USE POLICY

MSFN supports the free flow of information and ideas over the Internet and does not actively monitor use of the Services under normal circumstances. Similarly, MSFN does not exercise editorial control over the content of any website, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain propriety websites. However, MSFN may, in its discretion, remove any materials that may be illegal or may subject MSFN to liability. MSFN may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violations of this policy include the following:

- A. **Illegal Use.** Using the Services to transmit any material (by email, uploading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- B. **Harm to Minors.** Using the Services to harm, or attempt to harm, minors in any way.
- C. **Threats.** Using the Services to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- D. **Harassment.** Using the Services to transmit any material (by email, uploading, posting or otherwise) that harasses another.
- E. **Fraudulent Activity.** Using the Services to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes” and “chain letters.”
- F. **Forgery or Impersonation.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers (“munging” headers) in news postings in order to avoid spam email address collectors is allowed.
- G. **Unsolicited Commercial Email/Unsolicited Bulk Email.** Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited.
- H. **Unauthorized Access.** Using the Services to access or to attempt to access the accounts of others, or to penetrate, or attempt to penetrate, security measures of Mainstream Fiber Networks or another entity’s computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in corruption or loss of data.
- I. **Copyright or Trademark Infringement.** Using the Services to transmit any material (by email, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- J. **Collection of Personal Data.** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- K. **Reselling the Services.** Reselling the Services without MSFN’s authorization.
- L. **Network Disruptions and Unfriendly Activity.** Using the Services for any activity which adversely affects the ability of other people or systems to use MSFN services or the Internet. This includes “denial of service” (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Subscriber’s responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.



M. MSFN may modify end-user connection, including but not limited to “limiting, throttling or shaping to provide fair usage to all of its Subscribers.”

## 11. PRIVACY POLICY:

MSFN routinely collects information about your connection speed, quality of service, up-time availability and other technical information related to subscriber Internet performance. Under normal circumstances, MSFN does not monitor, store or share information about websites visited, files downloaded, emails sent or received. MSFN may disclose or access account information it believes that the law requires it, or in special cases when MSFN believes that disclosing this information is necessary to identify, contact or bring legal action against a party who may be violating this Agreement. MSFN may compile statistical data for the purpose of selling such data; but any such compilation of data will be anonymous and its sale in compliance with all applicable law.

## 12. MISCELLANEOUS

a. Entire Agreement: This Agreement, the Service Order form, the Acceptable Use Policy and any other MSFN user policies posted on MSFN’s website before or after the execution of this Agreement constitute the entire Agreement between Subscriber and MSFN with respect to Subscriber’s use of the Services. No salesperson, technician, subscriber service representative, or other similarly situated individual is authorized to change or modify in any way the terms set forth herein. The terms of the Agreement may be changed only by a document prepared by MSFN and signed by an officer of MSFN.

b. Amendment: MSFN may revise, amend, or modify this Agreement, its pricing or Equipment costs, the Acceptable Use Policy and any other user policies and agreements previously posted by it on its website, at any time. Notice of any revision, amendment, or modification will be posted on the MSFN website (<https://www.msfiber.net>) and any such revision, amendment or modification shall be binding on Subscriber.

c. Conflict in Terms: In the event of any conflict between the terms of this Agreement, the Acceptable Use Policy and any other MSFN postings, MSFN shall, acting reasonably, reconcile the conflicts. If the conflict cannot be reconciled, the terms of this Agreement shall prevail.

d. Mediation: Any dispute under the terms of the Agreement may be referred initially by MSFN in its sole discretion to pre-suit mediation prior to the initiation of any civil actions; and Subscriber agrees to said referral. Mediation costs of each party shall be borne by that party. Mediation, depending on the selected mediator’s schedule, shall occur if at all possible within forty-five (45) days of MSFN’s decision to invoke mediation.

e. Notice: All billing documents and notices under this Agreement shall be delivered by MSFN to Subscriber at Subscriber’s last known (to MSFN) electronic mail address (the address provided by Subscriber in this agreement shall be conclusive as to that correct address.) Such delivery shall be conclusive of Subscriber’s notice unless Subscriber initially (and prior to activation) elects, at its additional expense, to have billings and notices delivered by United States Mail pursuant to the terms of this agreement.

f. Conversion to High Speed Broadband: As soon as MSFN makes high speed fiber optic cable service available to Subscriber and the occurrence of at least thirty (30) days advance notice, wireless service to Subscriber under this Agreement shall be terminated and Subscriber, provided not then in default of this Agreement, shall have the opportunity to acquire such newly available fiber optic service upon execution of MSFN’s then current Internet Services Agreement.

All notices to MSFN shall be delivered in writing by Subscriber to MSFN’s electronic mailbox: [info@msfiber.net](mailto:info@msfiber.net) or by United States certified mail at 4788 Old State Road 46 Nashville, IN 47448 – 0753

## 13. VALIDATION OF DIGITAL (ELECTRONIC) SIGNATURES.

The parties (or any of them) to this Agreement together with any renewals or extensions as well as any agreements referenced or incorporated herein, agree that digital signatures of the parties (or either of them) included in any of the foregoing are intended to authenticate the writing and to have the same force and effect as the use of manual signatures.

## Consumer Disclosure Regarding Conducting Business Electronically, Signing Documents Electronically, and Receiving Electronic Notices and Disclosures

Please read the information below, carefully, as it concerns your rights. eSignatures are an efficient way to execute an agreement with the same legal force and effect of a handwritten or “wet ink” signature. By signing this document you are agreeing that you have reviewed this Consumer Disclosure and consent and intend to transact business electronically; to use electronic signatures instead of wet ink signatures and paper documents, and to receive notices and disclosures electronically.

You are not required to sign documents electronically or to receive notices and disclosures electronically. If you prefer not to transact business electronically, you may request paper copies from the “sending party” and withdraw your consent at any time, as described below.

### Scope of Consent

By utilizing this Service, you agree to receive electronic signature documents with all related and identified documents, notices, and disclosures provided during your relationship with the “sending party.” You may withdraw your consent, at any time, by following the procedures outlined below.

### Paper Copies

You are not required to sign documents electronically, or receive notices or disclosures electronically, and may request paper copies of documents or disclosures, if you prefer. You also have the ability to download and print any signed or unsigned documents sent to you through the electronic signature service. We may also email you a copy of all documents you sign using the electronic signature service. If you wish to receive paper copies instead of electronic documents you may close this web browser and request paper copies from the “sending party” by following the procedures outlined below. The “sending party” may apply a charge for additional expenses incurred by printing and mailing paper copies.

### Withdrawal of Consent

You may withdraw your consent to receive electronic documents, notices or disclosures at any time. In order to withdraw consent you must notify the “sending party” that you wish to withdraw your consent to transact business electronically and to provide your future documents, notices, and disclosures in paper format. If at any time, after withdrawing your consent you choose to use our electronic signature system your use of this Service will, once again, evidence your consent to receive documents, notices, and disclosures, electronically. You may withdraw your consent to receive electronic notices and disclosures or execute an electronic signature by following the procedures described below.

### Withdrawing your consent, requesting a paper copy, or updating your contact information

You always have the ability to download and print any documents sent to you through our electronic signature system. To withdraw your consent to conduct business electronically, sign documents electronically, and receive documents, notices, or disclosures electronically, please contact the “sending party” directly; by telephone, by email (sent to the “sending party” with any of the topics outlined below stated in the subject line of your email) or by postal mail to their mailing address specified to receive such notices.

“Withdrawal of Consent To Transact Business Electronically” To allow the “sending party” to identify and facilitate your withdrawal of consent to transact business electronically, please provide your name, email address, the date on which you are withdrawing your consent, your telephone number and mailing address.

“Requesting A Paper Copy” To allow the “sending party” to identify you to provide a paper copy of the document requiring your signature, the notice, or disclosure, please provide the sending party with your name, email address, mailing address, telephone number, and name of the document of which you are requesting a paper copy .

“Update Your Contact Information” To allow the “sending party” to identify you in order to update your contact information, please provide them with your name, email address, mailing address, and telephone number.

The “sending party” will inform you of any fees related to costs for printing and mailing paper copies or your withdrawal consent to transact business electronically.