

# 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 considered established by achieving connectivity to MSFN installed equipment. Subscriber shall not sell, rebroadcast, transmit, share, trade, transfer, etc., any of such Services with another site (residence, business, etc.) without MSFN's express, written consent. If MSFN determines that Subscriber has utilized the Internet access 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 the Services and, in addition to all other applicable fees, Subscriber shall pay MSFN the full commercial rate for such unauthorized Services and their contents or the unauthorized use thereof (including their contents), 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/explanation-of-services/>

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.**

## 2. 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 the leased equipment. Should leased equipment be stolen or damaged during the term, the subscriber will be required to pay for applicable equipment replacement and installation costs beyond that of "normal" wear and tear. The Subscriber shall not relocate or tamper with the fiber equipment. Equipment as provided for Subscriber's use contains certain components and software which are proprietary to MSFN and/or its vendors. Subscriber agrees not try to reverse-engineer, decompile or disassemble any software or

hardware contained within your equipment. Such actions are strictly prohibited and may result in the termination of your 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 the equipment.

**C. Internet Rental Agreement:** MSFN may require that an Internet Rental Agreement be executed prior to any installation or commencement of Services.

### **3. TERM, PRICING AND INSTALLATION**

#### **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; Key hardware placement:**

MSFN will commence the installation process once Subscriber notifies MSFN by calling MSFN Customer Service at 844-752-6736 advising (1) that all Private Utilities on Subscriber's premises have been located and marked; or, (2) there are no Private Utilities located on Subscriber's premises.

MSFN will install on Subscriber's premises the external Network Interface Device Box (NID) where the installer determines, in his/her sole discretion (acting reasonably), is the NID'S most efficient placement. The installer will then determine the most efficient location to place the necessary Equipment inside the premises and will recommend such placement to Subscriber. Any changes from the location of the NID or placement of Equipment inside the premises is a professional services request, and will be billed per our posted rate located at <https://msfiber.net/explanation-of-services/>

**In some cases, installation charges may be higher than normal, for example: a Subscriber is located materially off roadways where MSFN service lines are located; or MSFN service lines are expanded solely to meet order of (1) Subscriber or (2) Subscriber plus a small number of potential Subscribers. In such cases, and in advance of any installation, MSFN shall notify Subscriber of such additional installation charge and any extended payment terms MSFN may offer Subscriber to amortize such charge (which shall be included on Subscriber's Order Sheet.) Failure to make when due any such Installation charge payment shall render Subscriber's account delinquent and subject to remedies set forth in this Agreement.**

By entering into this Agreement, Subscriber grants MSFN 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 relocation of Equipment referred to above, Subscriber shall be charged and shall be obligated to pay monthly (1) all applicable taxes, tariffs or fees (such as, but not limited to, any 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://www.msfiber.net/index.php/fee-disclosures/>

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

### **(1) Payment Obligation Upon Termination**

During the Initial Term, Subscriber's obligation to make monthly 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.

Subject to the limited exception provided below, upon termination or cancellation occurring during the Initial Term Subscriber shall pay MSFN, in addition to a \$100.00 termination fee and any other sums then due and owing, all monthly payments for the remainder of the Initial Term and such remaining payments are accelerated and become due and payable upon termination or cancellation. MSFN strives to maintain a 90th percentile of available bandwidth.

Provided however, so long as Subscriber's account is otherwise paid up-to-date and Subscriber has otherwise performed consistently with his/her obligations under this Agreement, if Subscriber pays MSFN a sum equal to one-half of the amount due to MSFN for the remainder of the Initial Term plus, a \$100.00 cancellation fee MSFN will terminate the agreement and cease monthly invoicing. At sole MSFN discretion, equipment may need returned to an MSFN branch office. Failure to return equipment within 10 business days of such request will result in an additional equipment charge.

### **(2) Installation Commencement; Cancellation Fee**

Installation commences when any of following actions have taken place: Poles placed on property, equipment installed on or inside premises, underground or aerial fiber has been run to premises, fiber attached to house, the marking paint has been placed on premises, or MSFN's attempted installation above marking paint, aerial, or underground fiber. Once Subscriber is given notice that MSFN is ready to commence installation, such installation will be completed within thirty (30) days or, but for the case of such delay being exclusively attributable to MSFN, this Agreement shall be deemed to be cancelled.

Subscriber cancellation will incur a \$500 pre-activation cancellation fee

### **(3) Assumptions of Accounts**

So long as Subscriber's account is current in all respects and in the sole discretion of MSFN, upon the relocation of Subscriber from the address listed in this agreement, a subsequent party may assume

all of the obligations of Subscriber upon execution of this Internet Services Agreement and any other required documents plus an Activation charge of \$100.00

#### **(4) Reduction or Termination of Selected Services during Term**

If during a Term Subscriber (i) reduces already contracted Services or (ii) terminates already Selected Services, then Subscriber shall promptly pay a contract reduction fee of \$100.00.

#### **(5) Subscriber requested suspension:**

MSFN does not offer suspended billing or services. This includes but is not limited to seasonal, vacation, construction or renovation, etc. Total invoice amount is due by due date regardless of actual Subscriber usage.

#### **(6) Credit and Collections**

**a. Activation Charge:** An Activation charge of \$100.00 will be required for reinstatement of service following termination or any disconnect for non-payment.

**b. Advance Payments:** MSFN may require a Subscriber to make an advance payment before services and facilities are furnished or where special construction is involved. The advance payment may include an amount equal to the estimated nonrecurring charges and recurring charges for a period as required by MSFN. Advance payment of recurring charges will be credited to the Subscriber's initial bill. Advance payments do not accrue interest.

**c. 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 \$100 per hour for the service call, with a one-hour (\$100) minimum.

**d. Returned Checks:** Subscriber shall be charged \$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.

#### **TERM AND PAYMENT OBLIGATIONS OF A SUBSCRIBER**

**A. Term:** The Initial Term ("Initial Term") of this Agreement shall run from the date Subscriber delivers a signed Agreement to MSFN and shall continue thereafter for the period otherwise stated in this Agreement; such period to commence on that date Subscriber's Service is activated. Throughout this Agreement, any initial period is known as the "Initial Term." After the Initial Term, provided, regarding the then current term, the account is current in all respects, the term shall be renewed for a successive one year terms ("Renewal Term") unless MSFN receives not more than 60 days nor less than 30 days before the end of the then current term notice in writing that the

Subscriber wishes to terminate all Services. Continued use of the Services constitutes acceptance of this Agreement and any amendments or additions.

Additional Services contracted for in the future by way of an Amendment to this Agreement, shall be provided according to the terms of such Amendment for the duration of the Initial Term and any Renewal Term.

**B. 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. Subscriber is responsible for all charges to their account.

**C. Billing; Renewal Term:** Subscriber shall incur monthly charges from the date of Service activation. All billing periods shall be full calendar months. The initial bill shall also include an activation charge. All monthly fees are due when billed. Payments are due within the time indicated on the billing invoice. Services during any renewal term shall be billed at the then prevailing rate for such Services at the commencement of such renewal term.

***All billings and notices shall be delivered to Subscriber via delivery to Subscriber's electronic mailbox as noted in this agreement. Subscriber may elect to receive paper invoices for an additional charge of not less than \$5.00 per month. 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 shall pay an additional charge of \$100.00 to reinstate a 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.

## **6. SUBSCRIBER ACCOUNT, PASSWORD AND SECURITY**

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

## **7. MONITORING THE SERVICES**

MSFN reserves the right to monitor in accordance with its Acceptable Use Policy. MSFN also may disclose information regarding use of the Services if MSFN, acting in its sole discretion, believes that it is reasonable to do so, for compliance with law, legal process or other authorized requests; operate the Services properly; or 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.

## **8. 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, 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. 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 contract, negligence or strict liability.

## **9. 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. Subscriber may provide a hypertext link to MSFN's website, provided that:

- a. The link must be clearly marked "Mainstream Fiber Networks";
- b. The link must "point" to the URL "<https://msfiber.net>" and not to any other pages within the website;

- c. The appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s);
- d. The appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by MSFN;
- e. The link, when activated by a user, must display this website full-screen and not within a "frame" on the linked website; and
- f. MSFN may, in its sole discretion, revoke consent to link to our website at any time. All hypertext links to the website must be approved in writing by MSFN.

Many portions of the website 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.

Subscriber's posting of material on the website or providing material to MSFN to use on the website 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.

## 10. 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, if Mainstream Fiber Networks 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.**

## 11. JURISDICTION

This Agreement is governed by Indiana law without regard to conflict of law provisions. The federal courts located in Indiana and 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 removal or consent to removal.

## 12. 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."

### **13. 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.

### **14. 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.

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 P.O. Box 753 Nashville, IN 47448 – 0753

## **15. 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.