



SEI FIBER TERMS AND CONDITIONS OF SERVICE

These terms and conditions apply to all fiber services, including but not limited to high-speed broadband service, voice service, and construction and installation work (collectively the “Services”) provided by Southeastern Indiana REMC (SEIREMC) or its contractors, vendors, and agents, and may be amended from time to time in the sole discretion of the board of directors of SEIREMC.

SUBSCRIPTION AND PAYMENT TERMS

Member/Customer is subscribing to Services set forth on the SEI Fiber Installation and Service Agreement. Member/Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Member/Customer agrees to pay for all Services provided by SEIREMC including but not limited to charges for installation and equipment, if needed.

LATE/OTHER CHARGES

SEIREMC may impose an administrative late fee (“Late Fee”) for each month’s charges not paid when due. The Late Fee is intended to be a 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 Member/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, or to collect past due accounts. The Late Fee is not interest, a credit service charge, or a finance charge. If Service is disconnected, SEIREMC may impose a reconnect charge and/or security deposit in addition to collecting any outstanding balance, including Late Charge, before service is restored. If Member/Customer’s check is returned for insufficient funds, SEIREMC may impose a service charge. All fees and other charges are outlined within the Schedule of Miscellaneous Fees and Charges, available at www.seiremc.com. If Member/Customer has not paid amounts due within 30 days of the due date, and SEIREMC uses the services of a collection agency and/or attorney to collect amounts due, Member/Customer agrees to pay to SEIREMC, in addition to other amounts due, all reasonable agency and attorney’s fees incurred by SEIREMC, including without limitation, court costs.

SEIREMC will include, at no cost to the Member/Customer, one initial site visit by a Staking Engineer to determine the best path for the construction of the fiber lines and Network Interface Device (NID). If, after the initial site visit, the Member/Customer requests to change the previously agreed upon construction plan, an additional site visit may be required. Additional site visits may incur additional fees.

OWNERSHIP OF EQUIPMENT-RISK OF LOSS

Equipment includes all equipment installed in or on Member/Customer’s premises by SEIREMC or its contractors, vendors, and agents. This equipment and other property and facilities (Equipment), delivered to Member/Customer and/or installed on the premises to receive the Service, shall remain the sole and exclusive property of SEIREMC. Member/Customer assumes the risk of loss, theft, or damage to all Equipment at all times prior to the removal of the units by SEIREMC or return of the units by Member/Customer. Member/Customer agrees to pay any Equipment lease charges associated with the Service. Upon termination of service for any reason, Member/Customer agrees to immediately return all Equipment in the operating condition as when

received (reasonable wear and tear excepted) directly to SEIREMC within thirty (30) days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to SEIREMC for any reason within thirty (30) days of termination, including fire, flooding, storm, or other incident beyond Member/Customer's control, Member/Customer shall be liable to SEIREMC for the full replacement cost of any unreturned or damaged Equipment. Member/Customer understands and agrees that any credit balance on the account may be used to offset the cost of any unreturned or damaged Equipment.

TAMPERING/MISUSE/LOST/STOLEN

Member/Customer 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 Member/Customer's premises and used in another location. Member/Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Member/Customer's possession, Member/Customer shall be liable for the cost of repair or replacement of the Equipment.

TERMINATION OF SERVICE BY MEMBER/CUSTOMER

Member/Customer may terminate Service by providing SEIREMC at least seven (7) days advanced notice and returning all Equipment back to SEIREMC. Member/Customer may terminate Service in person at the office or by telephone. Account holders are liable for all Services rendered by SEIREMC up to the time the account has been deactivated, and SEIREMC has received all Equipment.

THEFT OF SERVICE

The receipt of Services without SEIREMC's authorization is a crime. Member/Customer understands that the law prohibits willful damage, alteration, or destruction of Equipment. Member/Customer can be subject to both civil and criminal penalties for such conduct. Member/Customer shall not move Equipment to another location or use it at an address other than the Service Address without prior authorization from SEIREMC.

TERMINATION OF SERVICE BY SEI FIBER

SEIREMC reserves the right to suspend performance or terminate Service for the breach of any of these terms and conditions or policies related to the Services.

SEIREMC may immediately terminate any subscriber account that it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk email. Member/Customer agrees to pay SEIREMC's damages for "spam" or unsolicited bulk email transmitted from or otherwise connected with Member/Customer's account, provided that such action is required by SEIREMC in order to protect the integrity and Member/Customer's use of SEIREMC's network and services as provided for in SEIREMC's Network Management Policy. SEIREMC reserves the right to reject or remove what it considers, in its sole discretion, to be "spam" or other unsolicited bulk email from the Internet Services and shall have no liability for blocking any email considered to be "spam".

SEIREMC will attempt to give Member/Customer prior notice of a disconnection of all or part of your Service, except if the disconnection is requested by the Member/Customer, or as necessary to prevent theft or abuse of service. Once Member/Customer's bill is past due, SEIREMC may disconnect Member/Customer's Service. Upon termination for any reason, SEIREMC may charge additional fees on any unpaid balance. Member/Customer understands and agrees that any deposit on the account may be used to offset any outstanding balance and/or the

cost of any unreturned or damaged Equipment. Further, Member/Customer understands and agrees that SEIREMC may charge Member/Customer's 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.

Member/Customer expressly agrees that upon termination of this Agreement, whether initiated by Member/Customer or by SEIREMC: (i) Member/Customer will pay SEIREMC in full for the use of any Equipment and Service(s) up to the later of the effective date of termination of this Agreement or the date on which the Service(s) and any Equipment have been disconnected and returned to SEIREMC; (ii) Member/Customer will permit SEIREMC to access the Premises at a reasonable time to remove any Equipment and other material provided by SEIREMC; (iii) Member/Customer will ensure the immediate return of any Equipment to SEIREMC and will return or destroy all copies of any software provided, pursuant to the Agreement; and (iv) SEIREMC is authorized to delete any files, programs, data, and email messages associated with such account.

CHANGES IN SERVICE/CHARGES

Except as provided herein, SEIREMC may change its Services and charges, including deleting Services. SEIREMC will give Member/Customer thirty (30) days prior notice of changes in charges or Services or in conformity with applicable law, whichever is longer. Member/Customer acknowledges 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.

Pursuant to Ind. Code Ch. 8-1-29, subscribers receiving Voice Service from SEIREMC may not be switched to another telecommunications provider unless authorized by the subscriber or billed by SEIREMC for services added to the subscriber's service order without the subscriber's authorization. Additionally, SEIREMC may not submit a preferred carrier change order for Voice Service unless the order has first been confirmed in accordance with the procedures described in Ind. Code § 8-1-29-5.5. Notwithstanding any other provision of this Agreement to the contrary, a subscriber of Voice Service may file a complaint with the Indiana Utility Regulatory Commission for violation of these provisions in accordance with Ind. Code § 8-1-29-7.

Notwithstanding any other provision of this Agreement to the contrary, subscribers receiving Voice Service from SEIREMC will have all customer service rights now or hereafter set forth in 170 IAC 7-1.3, including, but not limited to, notice of proposed rate changes, billing in compliance with 170 IAC 7-1.3-6, billing adjustments to the known date of error or for a period of eighteen (18) months, whichever is shorter, prohibition on unauthorized switching of telecommunications providers and billing for telecommunications services added without the subscriber's consent, and subscriber complaints to the IURC.

TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE

The Service shall only be provided to Member/Customer at the Service location where SEIREMC installation is performed. Member/Customer may not transfer Member/Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without SEIREMC's prior consent.

SERVICE AND REPAIRS

SEIREMC will make reasonable efforts to maintain its system and respond to service calls in a timely manner. SEIREMC 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 Member/Customer's sole responsibility and Member/Customer must pay SEIREMC for the cost of repair or replacement.

ACCESS ON PREMISES

By entering into this Agreement, Member/Customer hereby grants to SEIREMC, and affiliates, a license to enter upon Member/Customer's premises to construct, install, maintain, relocate, inspect and/or replace all other Equipment necessary to provide Services. If Member/Customer is not the "Owner" of the premises, Member/Customer warrant that they have authority to grant such a license to SEIREMC or that they have obtained the consent from the Owner of the premises for SEIREMC to make the installation and maintenance contemplated by this Work Order. If Member/Customer is not the Owner, Member/Customer shall indemnify and hold SEIREMC harmless from and against any claims of the Owner of the premises arising out of the performance of this Agreement. If Member/Customer indicated on the Installation and Service Agreement that Member/Customer is the Owner of the Property or the Designated Agent of the Owner, Member/Customer agrees that:

By signing this agreement for communications service, Member/Customer represents that they are the Owner of the property at which broadband internet service is being provided or the designated agent of the Owner of the property, and Member/Customer expressly consents to the expansion of the electric easement that Southeastern Indiana REMC has on my property to include communications infrastructure.

By signing this agreement for communications service or master agreement or a notarized affidavit, Member/Customer acknowledges that they are not entitled to any additional compensation for the expansion of the electric easement to include communications infrastructure, other than the value of being provided access to any communications service that SEIREMC may offer.

Member/Customer understands that anyone other than the property Owner or the property Owner's designated agent may be: (A) subject to penalties for perjury; and (B) liable for any just compensation provided for by law; for representing to SEIREMC that Member/Customer is the Owner of the property and signing the agreement without the consent of the property Owner or the property Owner's designated agent.

CONTACT INFORMATION / CORRESPONDENCE

Member/Customer hereby authorizes Southeastern Indiana Rural Electric Membership Corporation (SEIREMC) to deliver, or cause to be delivered, automated or auto-dialed prerecorded calls, text messages (SMS), emails, and/or any other form of automated written or audible notifications to the cell phone number and/or email address provided on this agreement.

Member/Customer understands that such notifications may relay information regarding Member/Customer's REMC account(s). Member/Customer understands that they can opt-out from receiving such notifications at any time. Member/Customer further understands that they are not required to provide consent, directly or indirectly, as a condition of purchasing any property, goods, or services.

Member/Customer affirms that the information provided is correct and that they are the responsible party for the telephone and/or email accounts listed.

Member/Customer understands any voice, text, or data costs incurred are the Member/Customer's responsibility and agree to notify SEIREMC immediately in the event Member/Customer voluntarily or involuntarily relinquishes any of the phone number(s) or contact information identified above.

Member/Customer acknowledges notifications may or may not be received for a variety of reasons with no guarantee timely notifications will be received. Member/Customer further acknowledges whether or not

notifications are received, to hold SEIREMC harmless from any liability for injuries, damages, or costs that might result from failure to receive notifications.

Do not mail written correspondence with Member/Customer's bill statement.

PLEASE SUBMIT ALL CORRESPONDENCE TO SOUTHEASTERN INDIANA REMC, ATTN: FIBER DIVISION.

UNDERGROUND INSTALLATION AND RELOCATION

This Underground Installation and Relocation Addendum is agreed to in conjunction with the Installation and Service Agreement entered into (the "Agreement") by and between Southeastern Indiana REMC ("SEIREMC") and the Member/Customer identified on the SEI Fiber Service Agreement ("Consumer").

1. Any terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. Part or all of the Equipment necessary to provide Services to Consumer will be installed underground at the Service Address.
3. Before SEIREMC commences underground installation work, Consumer shall:
 - a. Accurately, thoroughly, and clearly locate and mark all consumer-owned underground facilities, including but not limited to, water lines, sewer and septic lines, electric lines, communications lines, irrigation equipment, electronic fencing, outdoor lighting, outdoor electric lines, etc...
 - b. Clear the area to be trenched, excavated and/or knifed of any obstructions such as bricks, dirt piles, building material, debris, etc...
 - c. Submit to the SEIREMC a completed plot plan indicating paved or concrete drives and future permanent structures such as patios, decks, etc.
 - d. Pay all applicable invoices.
4. Consumer shall not construct, place, or plant any building, structure, pavement, patio, concrete, debris, trees, bushes or shrubs on or near the underground Equipment. Consumer shall be solely responsible for the cost of removing such encroachments and repairing any damage to the underground Equipment caused by such encroachments.
5. Consumer shall not excavate or dig deeper than sixteen (16) inches on or near the underground Equipment. Consumer shall be solely responsible for the cost of repairing any damage to the underground Equipment caused by such excavation or digging.
6. Consumer shall ensure that SEIREMC shall always have unimpeded access to its facilities.
7. Consumer shall defend, indemnify, and hold harmless SEIREMC and its officers, directors, employees, affiliates, suppliers, vendors, agents, and contractors (together the "Indemnified Parties") from all claims, suits, judgments, causes of action, damages, losses, expenses, bodily injuries, and property damage, including but not limited to, reasonable attorney's fees and costs, filed against or incurred by the Indemnified Parties in connection with, arising out of, or resulting from: (i) Consumer's failure to accurately, thoroughly, and clearly locate and mark all consumer-owned underground facilities; (ii)

Customer's failure to fulfill of any of its obligations under this Addendum; or (iii) Customer's breach of this Addendum.

8. SEIREMC shall restore the surface of the Service Address to as similar a condition as it was in preceding the trenching/knifing as is reasonably possible as soon after such work is complete as is reasonably possible.
9. SEIREMC, its agents and contractors, shall install the underground Equipment in a workmanlike manner consistent with prevailing ground conditions.

PRIOR ACCOUNTS

Member/Customer warrants that no monies are owing to SEIREMC from previous accounts with SEIREMC. If SEIREMC finds a prior account with Member/Customer monies owed to SEIREMC, then SEIREMC may apply any funds received to prior account(s).

AMENDMENT

SEIREMC may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notifications to Member/Customer.

MEMBER/CUSTOMER WARRANTIES

Member/Customer represents and warrants that they are at least 18 years of age and are legally authorized to enter into this Agreement. Member/Customer warrants that they are legally empowered to authorize SEIREMC 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.

WARRANTY DISCLAIMER; LIMITATION ON DAMAGES

Member/Customer expressly agrees that SEIREMC is not responsible or liable for any content, act, or omission of any third-party, including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy, and intellectual property rights, and hereby releases SEIREMC for any such claims based on the activities of third parties.

The Service(s) are provided to Member/Customer "as is" without warranty of any kind. Neither SEIREMC, nor its affiliates or any of its suppliers or licensors, employees or agents warrant the Service(s) will be uninterrupted or error-free or free from viruses or other harmful malicious agents even if anti-virus mechanisms are deployed. SEIREMC does not warrant that any data or any files sent by or to Member/Customer will be transmitted in uncorrupted form or within a reasonable period of time. All representations and warranties of any kind, express or implied, including without limitation, any warranties of title, noninfringement, fitness for a particular purpose and merchantability, are hereby excluded and disclaimed. SEIREMC and its employees, representatives and agents are not liable for any costs or damages, arising directly or indirectly, from the installation or use of, the licensed software, the service(s) (including e-mail), equipment furnished by SEIREMC, or SEIREMC's provision of technical service and support for the service(s), and Member/Customer agrees that this disclaimer of liability applies even if such damage results from the negligence or gross negligence of a SEIREMC installer, technician, or customer service representative and Member/Customer further agrees that this disclaimer of liability includes any indirect,

incidental, exemplary, special, punitive or damages, regardless of whether or not SEIREMC has been advised of the possibility of such damages. In any event, SEIREMC's cumulative liability to Member/Customer for any and all claims relating to the use of the service(s) shall not exceed the total amount of fees paid for the service(s) during the immediately preceding two (2)-month period. Member/Customer hereby releases SEIREMC from any and all obligations, liabilities, and claims in excess of this limitation. SEIREMC is also not liable for any costs or damages arising from or related to Member/Customer's breach of this agreement. Member/Customer's sole and exclusive remedies under this agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to Member/Customer.

MEMBER/CUSTOMER INDEMNIFICATION

Member/Customer agrees that they shall be responsible for and shall defend, indemnify, and hold harmless SEIREMC and its officers, directors, employees, affiliates, suppliers, vendors, agents and contractors and shall reimburse SEIREMC for any damages, losses or expenses (including without limitation, reasonable attorney's fees and costs) incurred by SEIREMC in connection with any claims, suits, judgments and causes of action arising out of, (i) Member/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 Member/Customer's use of the Service or any unauthorized apparatus or system; and (iii) Member/Customer's breach of any provision of this agreement.

SERVICE INTERRUPTIONS

SEIREMC assumes no liability for interruption of Service or alterations in programming due to circumstances beyond its control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. SEIREMC assumes no liability for any substitution, discontinuation, or modification of any programming. SEIREMC will restore service as soon as reasonably possible after Member/Customer reports a service interruption or other problem.

VOICE 911/E911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY

Member/Customer understands and acknowledges that they may lose access to 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: (i) Service provider network or facilities are not operating (ii) If Member/Customer otherwise loses broadband connection; (iii) If Member/Customer is experiencing a power outage (iv) If electrical power to the modem is interrupted; and (v) If Member/Customer failed to provide a proper service address or moved the service to a different address. Member/Customer agrees that SEIREMC shall have no liability for any damages caused, directly or indirectly, by Member/Customer's inability to access the Services, including 911/E911 services.

Member/Customer agrees to defend, indemnify, and hold harmless SEIREMC, its officers, directors, employees, affiliates, suppliers, vendors, contractors, and agents who furnish services to Member/Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees) by, or on behalf of, Member/Customer or any third party or user of Member/Customer's account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Member/Customer or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.

INTERNET ACCESS SPEEDS

The Internet access speeds quoted are the maximum rates by which downstream Internet access data may be transferred between SEIREMC facilities and the network interface device at Member/Customer's 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 Member/Customer's modem receives and sends Internet access data through the public Internet as such speeds are impacted by many factors beyond SEIREMC's control. Actual Internet speeds vary due to many factors including the capacity or performance of Member/Customer's computer or modem and its configuration, Member/Customer's wiring and any wireless configuration, Member/Customer's destination and traffic on the Internet, internal network or other factors at the Internet site with which Member/Customer is 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, SEIREMC reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all Internet service Member/Customers.

INTERNET USE

SEIREMC is under no obligation to monitor the Service(s). However, SEIREMC reserves the right at all times and without notice to remove, restrict access to, or make unavailable, any content on its servers that it considers, in its sole discretion, to be obscene, lewd, lascivious, excessively violent, harassing, or otherwise objectionable, and to monitor, review, retain and/or disclose any content or other information in SEIREMC's possession about or related to Member/Customer, their use of the Service(s) or otherwise as SEIREMC deems necessary to satisfy any applicable law, regulation, legal process, or governmental request. SEIREMC also retains the right to purge Member/Customer's email account or accounts in the event that any such account has not been accessed for at least three (3) months. Member/Customer understands that use of SEIREMC's Internet Service is subject to SEIREMC's Acceptable Use Policy, which may be amended from time to time and can be found at www.seiremc.com, or may be requested by contacting SEIREMC at PO Box 196, Osgood, IN 47037 or 812-689-4111. Member/Customer assumes all responsibility and liability for the security of information on their personal devices, including but not limited to Member/Customer's computer, and information you transmit or receive through the Services. SEIREMC has no responsibility and disclaims any liability for the security of any information on Member/Customer's personal devices, or the security or accuracy of any information or data transmitted or received through the Services. SEIREMC has no responsibility and disclaims any liability for unauthorized access by third persons to Member/Customer's personal devices, files, or data or any loss or destruction of Member/Customer's files or data.