



**SCS Broadband
Nelson County
Two Year Wireless Internet
Service Level Agreement (SLA)**

This Terms of Service document is a contract between AcelaNet LLC, d/b/a SCS Broadband (SCS) and the subscriber (Customer) of those services whose name and signature is in the seal of this document. This document is a legally binding agreement and describes the terms and conditions pursuant to which SCS Broadband (“SCS” or “we”) will provide the Customer with Internet Service (“Service”). This agreement requires that any dispute be resolved by binding arbitration on an individual basis rather than lawsuits, jury trials, or class actions. By using SCS services and equipment, the Customer is agreeing to these terms and conditions.

Terms of Service

SCS will provide a discounted service for two years upon execution of this Contract. The Customer agrees to continue to purchase the SCS Service for the minimum term of two years to receive this discounted service. The Customer agrees to keep SCS Services during this initial term and all renewals. This Contract will automatically renew for two years each time it expires unless you notify SCS or we notify the Customer of termination before the term period ends. At the end of the Customer's term commitment, additional service charges or equipment costs may apply due to changes in technology or market prices. If the Customer does not fulfill the minimum term commitment or any renewal thereof, the Customer will be liable for and agrees to pay to SCS a termination charge that is agreed to on the signing of the SCS Service Level Agreement (“SLA”). The Customer also agrees to by signing this Terms of Service (“TOS”) contract to abide by the SCS Users Access Policy (“UAP”).

If the Customer agrees to contract SCS Broadband Service and the Customer cancels the Service early, the Customer agrees to pay SCS a termination fee of \$200. In addition, the Customer will be charged for any unreturned equipment up to an additional \$200, depending on model of equipment deployed to the Customer's premises.

With the TOS Contract, SCS will not raise the price of the service plan subscribed as documented in the SLA. The Customer has the right to change to any other plan during the term and to receive a lower price if the plan prices go down due to market changes.

Service Plan Charges

The SLA signed by the Customer at installation includes a one-time installation onetime charge, router charge, and a prorated charge for first month. The first bill and the start of this contract is the 1st of the month immediately after the installation date. The Terms of Service Contract starts on the 1st of a month, and ends at the end of the

24th month, which at that time automatically renews for two years, unless the Customer cancels or changes to a non-contract plan on that ending date.

The Customer at the signing of the SCS SLA chooses which SCS Service Plan is desired, and also chooses between two payment plans. The Customer can choose to be billed month-to-month, or to choose the SCS Prepaid Annual Payment ("PAP") program. The PAP has a discount of one free month when compared to the month-to-month payment plan. The PAP payment is due either at Installation, or on the day the Customer selects the PAP program. The PAP payment is applied starting the 1st of the next month. Although currently there are no taxes on Internet services, if any government charges any taxes at anytime in the future, these will be added to the Customers invoice. Customer also may choose to have an automatic payment scheduled by filling out the ACH payment request form. This form is available by contacting customer support, or may be downloaded at our website. The auto draft payment can be drafted from a bank account or a credit card. Invoices are sent out on the 1st of each month. A late fee of \$5.00 is added to any unpaid invoice on the 15th of the month. Service is suspended, but account kept open when the Customers balance remains unpaid for 30 days. A \$5.00 late fee is accrued until the Customer balance is paid in full. Any unpaid balance which reaches 90 days will be placed into a third party collections program. The Customer agrees by signing this Terms of Service that any costs and fees, including attorney's fees, SCS incurs to collect any unpaid balance will be paid by the Customer. A handling charge of \$30.00 for any checks returned for insufficient funds will be added to a Customers balance. After 90 days, an interest charge of 1.5% per month will be added to the Customers balance per month.

No Resale

Customers may not resell Internet Access Service through any type of rebroadcast or by any type of transmission wiring to anyone, period. Customers may not use the SCS Service for any type of commercial server. Failure to adhere to these rules will be cause for immediate suspension of services until remedied, or cancellation of services. All fees and balance will be due immediately upon cancellation, including any early termination fees.

Usage Limitations and Fair Access Policy (FAP)

Customers must comply with all SCS network, bandwidth, data storage and usage limitations. SCS Service currently has unlimited data access. SCS reserves the right to change this policy in the event it becomes necessary due to unforeseen network congestion or changes in the usage of the Internet from future technological changes, or changes involving content which may effect the operation of the network. Continued use of the SCS Service will constitute acceptance of any new limits. If limitations are added in the future to the Usage Limits of the FAP, and the Customer exceeds those limits, then SCS may, at its sole discretion, terminate or suspend Customer's Service account, or request the Customer to choose a different Service Plan which would rectify the issue of exceeding a limitation.

The full document, SCS's Fair Use Policy (FAP) is available at the website AcelaNet.com or may be requested at anytime from SCS Customer Service.

Service Speed

SCS Service Plans are delineated by speed ranges. The ranges are the minimum that should be expected for a given Service Plan, and the maximum that can be expected for a given Service Plan. Due to technology limitations during certain periodical events, or uncontrolled events, these limitations may show speeds greater than, or less than these range limitations for a short period of time. It is the responsibility of SCS to remedy any issue causing the service speed to be less than the minimum of any Service Plan when the issue is due to SCS Network or any SCS Equipment. A free remote analysis is done for all issues, performed at the SCS Network Operations Center using various tools. If this analysis determines an on-site must be performed, SCS will absorb the on-site costs, unless the issue is determined to be unrelated to the SCS Network or SCS Equipment. If the on site analysis determines it is due to customer equipment, including the Customer owned router, or there is damage to, or interference to SCS equipment caused by the Customer, the Customer will be charged an on-site fee of \$80.00, plus any damaged equipment.

It is the Customer's responsibility to inform SCS Customer Service of any issue immediately so as to give SCS an opportunity to address the issue for resolution. Failure to do so does not relieve the Customer's responsibility to this Terms of Service Contract.

Availability

SCS has the responsibility to have the network available 99% of the time. The one percent is set aside for system maintenance and outages due to Acts of God. In the event of an Act of God, it is possible to not meet this availability, but SCS will not be responsible for any costs associated with Customer's service in such outage events. The Customer will not be reimbursed for outages due to Acts of Gods, or outages caused by Customer's actions on SCS Equipment or interference.

Equipment

All equipment except the router is provided by SCS and remains the property of SCS. The Customer must return all equipment upon conclusion of services from SCS. The Customer must contact SCS to have the equipment removed, the Customer is not to remove any equipment. Failure to return the equipment will result in an equipment charge equal to the value of the equipment up to \$200. If the Customer intentionally, or accidentally damages any SCS equipment, the Customer will be responsible for paying the value of such equipment. The Customer will allow access to SCS equipment for analysis and/or repair in event the Customers service has been compromised. The Customer purchases outright the indoor router unit and remains solely responsible for the replacement of the router in event of issues or damage to the router. If the customer resets the router to factory default, the customer may bring it into the SCS office for free reprogramming, or have an on-site requested at the cost

of \$80.00. Any damage to wiring caused by Customer or animals is to be paid by the Customer, including on-site charges and replacement of wiring at \$1.00 per foot.

SCS will not have any responsibility for any Customer's equipment, including the router and any attached equipment such as computers and TVs. The Customer may request SCS on-site services at prevailing on-site hourly charges to assist in getting issues resolved with Customer equipment.

It is the Customer's responsibility to protect all equipment from electrical surge damage, including SCS equipment connected to the home's 110VAC circuit. SCS is not responsible for any equipment damaged, from electrical surges due to lack of surge protection, or failure of surge protection devices.

Limitation of Liability

SCS will not be liable for interruptions in Services caused by failure of the Customer's hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of SCS, including, but not limited to: acts of God; acts of public enemy; acts of the United States, a state or other government subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or equipment supply shortages; and inability to obtain power, equipment or transportation. SCS is not liable for any Customer losses such as lost profits or lost business during the affected period.

SCS makes no representation or warranty regarding the actual speed of the Broadband Service or other Services provided by SCS. SCS makes no warranty regarding the services and disclaims any implied warranty, including any warranties of merchant-ability or fitness for a particular purpose.

The Customer agrees that SCS will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Service.

Termination

SCS may discontinue or terminate Service:

- If the Customer does not honor any provision of this Terms of Service contract;
- If the Customer uses the Service in a manner that adversely affects service to other customers or harasses SCS's customers or employees;
- If the Customer or others use the Service to engage in any unlawful conduct;
- If law enforcement from any government body restricts the Customer from using Service

The Customer may terminate the Service if SCS does not remedy any ongoing breach of terms and conditions in the Terms of Service contract within thirty (30) days after SCS' receipt of written notice from the Customer of such breach, which is the Customer's exclusive remedy for a breach by SCS.

Acceptable Use Policy (AUP)

The SCS Acceptable Use Policy (AUP) is available on the website AcelaNet.com or may be requested from SCS Customer Service. The SCS AUP describes what activities are not allowed using the Service.

Dispute Resolution by Binding Arbitration

SCS requests the the Customer immediately contact the SCS Customer Service department for any concerns or complaints about the Service. Generally, Customer complaints can be satisfactorily resolved in this way. If you are not able to resolve your concerns through the SCS's Customer Service department, the Customer agrees to resolve all disputes through binding arbitration or small claims court rather than lawsuits, jury trails, or class actions.

SCS Right to Make Changes

Unless otherwise prohibited by law, SCS may change the terms and conditions of the Customer's Service at any time by giving the Customer 30 days notice by Invoice message, E-MAIL, or other notice, including posting notice of such changes on SCS website. The Customer accepts any changes automatically upon payment of services after changes go into effect.

Entire Agreement

These terms and conditions together with the service order and any specific agreement regarding a term commitment and price agreed upon by the Customer and SCS are the entire agreement between the Customer and SCS, which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of SCS employees or agents. If the Customer has signed (including electronically) an agreement with SCS including Service terms and conditions, in the event of a conflict between that agreement and this document, the signed agreement shall control.

Customer: _____ Date: _____

Print: _____

SCS: _____ Date: _____

Print: _____