



FIBER BY CENTRAL FLORIDA BROADBAND INTERNET SERVICE TERMS AND CONDITIONS

This Fiber by Central Florida Terms and Conditions Agreement (“Terms and Conditions”) governs fiber optic communication services including but not limited to high-speed internet service and VoIP phone service (optional), as applicable (individually and collectively “Services”) provided by Fiber by Central Florida Service Center Inc., heretofore Fiber by Central Florida (“Company”) to you (“Customer”). This agreement outlines the terms and conditions under which Company is providing Services to Customer and the associated obligations of both Parties. By using the Services, Customer understands, acknowledges, and agrees to be bound by these Terms and Conditions and all documents incorporated or referenced herein, as each may be amended from time to time, including without limitation Company’s Privacy Policy, Acceptable Use Policy, Internet Transparency Policy, and Copyright Infringement Policy. Current versions of these documents may be viewed at any time Online at www.fiberbycentralflorida.com.

If Fiber by Central Florida makes a change to these Terms and Conditions having a material impact on the Services, we will post notice on our website and provide notice to your email address or address for your account in our records.

CUSTOMER ELIGIBILITY. Individual Customers represent and warrant that they are at least 18 years of age and have full legal authority to execute this Agreement. If a Customer is not an individual but is a corporate or organized entity, the individual representative executing this Agreement represents and warrants that he/she has full legal authority to execute this Service Agreement on behalf of the Customer.

SUBSCRIPTION AND PAYMENT TERMS. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by Company including but not limited to charges for installation, services, and equipment. An installation fee and/or an account establishment fee may be required of each account to establish service.

CUSTOMER PORTAL. Customer should complete the registration process and obtain a login and password for the customer portal. Company provides a monthly electronic statement available through the portal. A paper bill mailed to Customer is available upon request for a fee that will be charged to the account for each month that a paper bill is requested. Customers are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments.

LATE CHARGES, DISCONNECTION FOR NON-PAYMENT, AND FINAL BILL. Customer shall make all payments to Company by the due date listed on the current bill. Payment is due 14 days from invoice date. Customer understands that Company will charge a late fee for monthly charges not paid by stated due date. The Late Fee is a reasonable estimate of costs to manage past due accounts. Examples of these costs include preparing additional bill statements, processing Customer service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past

due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work to collect past due accounts. Company does not extend credit to Customers and the Late Fee is not interest, a credit service charge, or a finance charge.

Accounts remaining unpaid 14 days from the due date are subject to disconnection. Accounts disconnected due to non-payment are subject to a reconnection fee at time of service restoration along with any unpaid balance. Accounts remaining disconnected for non-payment for 14 days will be final billed. An account establishment fee, and all other past due amounts, must be paid to reestablish an account and reconnect service.

A collection agency and/or attorney may be engaged to collect amounts past due beyond 30 days. Customer agrees to pay Company for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs. If a payment is returned for insufficient funds, Company will charge a fee equal to the maximum allowable by law.

TEXT NOTIFICATIONS In accordance with the Telephone Consumer Protection Act (47 U.S.C. 227), Customer hereby expressly consents and agrees that in order to provide payment notifications and otherwise service this account in compliance with Customer Proprietary Network Information regulations, Fiber by Central Florida, or its authorized agents, may contact Customer by text or other electronic message to any wireless telephone number that Customer provides, now or in the future, associated with Customer's account, regardless of whether Customer incurs charges as a result. Customer certifies that he/she is the subscriber of all numbers provided. Customer understands that standard rates and fees may apply from his/her cellphone provider. Customer understands that he/she is not required to provide consent as a condition of receiving any service from Fiber by Central Florida and has the right to revoke consent for any and all wireless telephone numbers provided at any time by calling Fiber by Central Florida customer service at 1- 844-53FIBER (1-844-533-4237) to have text notifications disabled.

STANDARD INSTALLATION. Standard Installation includes the placement of a company owned Optical Network Terminal (ONT) and/or separate internet router that provides the customer's in-home Managed WiFi signal. The router connects to the ONT by cable. It is located no more than 50 ft from the ONT, at a central location with a power outlet that is mutually determined by the customer and the installation technician. A standard installation charge will apply.

Customer must make his own arrangement for any work deemed "Custom", or, alternatively, pay Company's standard hourly rate for custom work. Custom work may include, but is not limited to, extensive wall fishing, extensive drop ceiling work, including crawlspace, attic work; removal or replacement of fixtures; relocation of drops; installation of customer owned equipment, integration with an existing LAN, or related work. At least one person of at least 18 years of age or older must be present during the installation and authorized to sign service related documents, so that a Company representative may enter an occupied premises for Equipment installation.

MANAGED WIFI SERVICE. Fiber by Central Florida Internet service includes a managed wireless router. The managed WiFi service delivers wireless connectivity to devices within the home or business while providing a link to the Fiber by Central Florida Mobile app and technical support. Use of any other router will limit the functionality of the mobile app and access to your network by technical support technicians.

OWNERSHIP OF EQUIPMENT-RISK OF LOSS. Equipment and other property and facilities installed by Company in or on Customer premises to deliver the Services to Customer, shall remain the sole and exclusive property of Company. Customer assumes the risk of loss, theft, or damage to all Equipment

at all times prior to the removal of Equipment by Company. Customer agrees to pay any Equipment charges associated with the Service. Upon termination of Service for any reason, Customer agrees to return all inside Equipment to the Company in the same operating condition as when received (reasonable wear and tear expected). In the event that the Equipment is destroyed, damaged, lost or stolen, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to Company for the full replacement cost for any lost or damaged Equipment. Further, Customer understands and agrees that Company may charge the account at the time of termination of Service for the cost for any lost or damaged Equipment, in accordance with applicable law.

TAMPERING/MISUSE/LOST/STOLEN. 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. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment.

TERMINATION OF SERVICE BY CUSTOMER. Account holders may terminate the Services in person at the Company office, by telephone, or through the Company website customer portal. Account holders are liable for all Services rendered by Company up to the time the account has been deactivated.

TERMINATION OF SERVICE BY COMPANY. Company will give Customer five (5) days' prior notice of disconnection of all or part of the Services, except if the disconnection is requested by Customer, or due to Acceptable Use Policy violations. If Customer's bill is not paid after notification is received, Company may disconnect the Services. Upon termination for any reason, Company may charge additional fees on any unpaid balance. Further, Customer understands and agrees that Company may charge Customer's account at termination of Service in the amount of any outstanding balance, fees and for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

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

CHANGES IN SERVICE/CHARGES. Company may change or eliminate Services and charges. Company will notify customers regarding notice of increases or other changes in charges, or Changes to or elimination of Services in conformity with applicable law.

TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE. The Services shall only be provided at the address where Company completes installation. Account holder may not transfer Customer's rights or obligation to the Services to any successor tenant or occupant or to any other address without Company's consent and without providing Company with written consent from both the transferring and assuming parties (unless previous party is deceased, in which case Customer will need to provide a death certificate).

SERVICE AND REPAIRS. Company will make reasonable efforts to maintain system and respond to service calls in a timely manner. Company will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse

is Customer's sole responsibility. Customer is responsible for paying the cost of repair or replacement. At least one person of at least 18 years of age or older must be present during the installation and authorized to sign service related documents, so that a Company representative may enter the premises to provide service or repairs.

ACCESS ON PREMISES. As a condition of receiving the Services, Customer grants to Company authorization to enter Customer's premises to construct, install, maintain, inspect, and/or replace all other Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to Company a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace our outlets, transmission lines and all other Equipment necessary to provide the Services to Customer and others. If Customer is not the owner of the premises, Customer warrants that he/she has authority to grant such access to Company or that he/she has obtained the consent from the owner of the premises for Company to install and maintain Equipment as indicated on the Service Order.

PRIOR ACCOUNTS. Customer warrants that no monies are owed to Company from previous accounts with Company. If Company finds a prior account with Customer where money is owed, then Company may apply any funds received to that prior account, as allowed by law.

WARRANTY DISCLAIMER; LIMITATION ON DAMAGES

- Company makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Services furnished hereunder.
- Limitation of Liability: Company (and its Affiliates, Employees, Officers, Directors and Agents) shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Services or any acts or omission associated therewith, including any acts or omissions by subcontractors of Company or relating to any services furnished, whether such claim is based on breach of warranty, contract, or tort including negligence, or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.
- Customer Exclusive Remedy: Company's entire liability and Customer's exclusive remedy with respect to the use of the Services (including without limitation with respect to the installation, delay, provision, termination, maintenance, repair, interruption, or restoration of any such Services) or any breach by Company of any obligation Company may have under these Terms and Conditions whether in an action for or arising out of breach of contract, tort (including negligence), indemnity or strict liability, shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall Company's liability to Customer for any claim arising out of this Agreement exceed the amount paid by the Customer during the preceding 3-month period.
- The provisions of this Section constitute an allocation of risk between the parties and the price charged Customer is based on such allocation of risk. The terms of this Section shall survive the termination of this agreement for any reason.

CUSTOMER INDEMNIFICATION. CUSTOMER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE COMPANY FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND

COSTS) INCURRED BY COMPANY IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) CUSTOMER USE OF THE SERVICES 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 CUSTOMER USE OF THE SERVICES OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) CUSTOMER BREACH OF ANY PROVISION OF THIS AGREEMENT.

SERVICE INTERRUPTIONS. Company assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. However, credit adjustments will be determined on a case-by-case basis.

INTERNET ACCESS SPEEDS. The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between Company facilities and the network interface device at Customer premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of Company. Actual internet speeds vary due to many factors including the capacity or performance of computer and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer on-line experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, Company reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.

INTERNET USE. Customer understands that its use of the Services is subject to Company's Acceptable Use Policy and Copyright Infringement Policy (each available at www.fiberbycentralflorida.com/legal). Further, Customer agrees to comply with all applicable laws in connection with Customer's use of the Services and this Services Agreement. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, information transmitted or received through the Services. Company assumes no responsibility and disclaims any liability for the security of any information on Customer personal devices, or the security or accuracy of any information or data transmitted or received through the Services. Company has no responsibility and disclaims any liability for unauthorized access by third persons to Customer personal devices, files, or data or any loss or destruction of files or data.

TROUBLESHOOTING. Company's Technical Support Team is available 24/7 for all customers and may be contacted at 1-844-53FIBER (1-844-533-4237) related to the Services. Our customer support team is available M-F 8-5pm.

COMPLIANCE WITH AGREEMENT. Company reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or Company's policies related to the Services.

NOTICES. By using, requesting, receiving, or paying for the Services, you accept and agree that notice of changes to these Terms and Conditions and notices and communications under the Agreement may be delivered by electronic means (email or text) unless otherwise agreed to by both Parties. It shall be the responsibility of the Customer to ensure that contact information, including but not limited to telephone numbers and email addresses, are kept up to date.

MISCELLANEOUS. The Service Agreement, including Supplemental Terms and Conditions for VoIP Phone Service, as applicable, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Services. Any modification to this Service Agreement shall be in writing signed by authorized representatives of both Parties. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Florida.

In accordance with the Telephone Consumer Protection Act (47 U.S.C. 227), you hereby expressly consent and agree that in order to provide payment notifications and otherwise service this account in compliance with Customer Proprietary Network Information regulations, Fiber by Central Florida, or its authorized agents, may contact you by text or other electronic message to any wireless telephone number that you provide, now or in the future, associated with your account, regardless of whether you incur charges as a result. You certify that you are the subscriber of all numbers provided. You understand that standard rates and fees may apply from your cellphone provider.

You understand that you are not required to provide your consent as a condition of receiving any service from Fiber by Central Florida and have the right to revoke consent for any and all wireless telephone numbers provided at any time by logging into the Fiber by Central Florida portal and turning off text notifications or calling Fiber by Central Florida customer service at 1-844-53FIBER (1-844-533-4237) to have text notifications disabled.

Scheduled Maintenance

Scheduled Maintenance means any maintenance on the Fiber by Central Florida, LLC network to which Customer's circuit is connected (a) of which Customer is notified seven calendar days in advance, and (b) that is performed on the Fiber by Central Florida, LLC network to which Customer's circuit is connected. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by email, as elected by Fiber by Central Florida, LLC. Upon receiving such notice, Customer may request to have such maintenance postponed to a later date if agreed to by Fiber by Central Florida, LLC. Downtime due to scheduled maintenance and/or upgrades are excluded from any Fiber by Central Florida, LLC account credits.

Residential Broadband Service

Residential Broadband Service Account is defined as any account that may not include any of the following criteria, regarding where the service address is located:

- Service cannot be located in a commercially zone structure
- Service cannot be the worksite for a business where employees report to work (meaning people who do not live there show up to work there)
- Service cannot be hosting network traffic in excess of a typical/average residential service
- Fiber by Central Florida, LLC may use the current power meter/rate type to better determine the service availability at any given service address.
- Fiber by Central Florida, LLC retains the right to adjust the aforementioned criteria as need and/or required.

Business Broadband Service

Business Broadband Service Account is defined as any account that may include any of the following criteria, regarding where the service address is located:

- Service is located in a commercially zone structure
- Service is located at a worksite for a business where employees report to work (meaning people who do not live there show up to work there)
- Service is located where network traffic is in excess of a typical/average residential service
- Fiber by Central Florida, LLC may use the current power meter/rate type to better determine the service availability at any given service address.
- Fiber by Central Florida, LLC retains the right to adjust the aforementioned criteria as need and/or required.