



**OEConnect, LLC and Otsego Electric Cooperative, Inc.
Broadband Agreement Terms**

1. **TERMS AND CONDITIONS OF SERVICE AND BILLING PROCEDURES.** The undersigned Customer/Applicant agrees to be bound by the following and basic service terms and conditions of **OTSEGO ELECTRIC COOPERATIVE, Inc.** of PO Box 128, 3192 County Hwy. 11, Hartwick, NY 13348, and/or its subsidiary, **OEConnect, LLC**, of the same address as above and as listed at www.oeconnect.coop. Your acceptance of service binds you to these Terms of Service which may be modified from time to time.
2. **MINIMUM SERVICE COMMITMENT AND PAYMENT TERMS.** You agree to take a minimum level of Internet Service of 100 Mbps at an initial rate of \$59.95 per month. You agree to pay for all services provided by OEConnect, LLC including but not limited to charges for installation, equipment, services, and all applicable local, state or federal fees, taxes and surcharges. Monthly billing for service begins after the testing period and after the service has been installed and connected to the applicant's device(s).
3. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided to you at the address where the installation is performed. You may not transfer your internet access, rights or obligations to the Service to any successor tenant or occupant or to any other address without OEConnect, LLC's prior written approval.
4. **ACCESS TO PREMISES.** By entering into this agreement, you hereby grant to OEConnect, LLC and Otsego Electric Cooperative, Inc., and their contractors and assigns, an easement on and through your property to construct, install, maintain, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, materials and infrastructure including but not limited to poles, wires, fiber optic cables, anchors, guys, cross arms, underground fiber optic cables, and other appurtenances for internal or commercial purposes. Furthermore, as the owner of the premises at which the Services are provided, you hereby grant an easement to Otsego Electric Cooperative, Inc. and OEConnect, LLC, without charge on and through your premises for the aforementioned purposes. You also hereby grant to Otsego Electric Cooperative, Inc. and/or OEConnect, LLC full rights of ingress and egress to, from and over the property in question for doing anything necessary or useful for the enjoyment of the easement hereby granted. If you are not the sole owner of the premises, you warrant that you have authority to grant such an easement or that you have obtained the consent from all of the owners of the premises for us to construct, install, maintain, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, material and infrastructure including, but not limited to, poles, wires, fiber optic cables, anchors, guys, cross arms, underground fiber optic cables, and other appurtenances for the aforementioned purposes. You further waive any claims to excess capacity of the fiber cables attached to the poles on your premises.
5. **CUSTOMER WARRANTIES.** You represent and warrant that you are at least 18 years of age and are legally authorized to enter into this Agreement. You warrant that you are legally empowered to authorize Otsego Electric Cooperative, Inc. and/or OEConnect, LLC to enter upon the premises for the purposes set forth in this Agreement, including but not limited to: (a) placing fiber optic transmission



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.

6. WARRANTY DISCLAIMER; VARIABLE SPEEDS OF SERVICE; LIMITATION ON DAMAGES. OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ACTUAL SPEEDS AND AVAILABILITY OF SERVICE FOR DOWNLOADS AND UPLOADS MAY VARY DEPENDING ON MANY FACTORS INCLUDING EXTERNAL INTERNET SERVICE ISSUES (outside of OEC), YOUR DEVICE WHICH YOU ARE USING TO ACCESS THE INTERNET, DISTANCE FROM WIFI ROUTER, CONDITIONS ON YOUR PREMISES, AND PRESENCE OF OTHER DEVICES THAT MAY INTERFERE WITH YOUR DEVICE, etc.

7. CUSTOMER INDEMNIFICATION. YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS Otsego Electric Cooperative, Inc. and OEConnect, LLC AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGEMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR 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 YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

8. SERVICE INTERRUPTIONS. We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming. We will restore service as soon as practicable after you report a service interruption or other problem if the cause is not beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather.

9. POWER REQUIREMENTS. You acknowledge that this fiber optic service requires electric service to be operational at your service location so, if an electrical service outage occurs, the fiber optic service, which could include phone service, will not function during the outage period. By signing this application for broadband services, including but not limited to, high speed data, video (if applicable) or phone (individually and collectively "Services") delivered by Otsego Electric Cooperative, Inc. and/or OEConnect, LLC, you acknowledge that you are at least 18 years of age and legally authorized to agree to the following terms and conditions of service. You understand a suitable deposit may be required for service and/or equipment. You authorize any person, consumer reporting agency or credit reporting agency to compile and furnish Otsego Electric Cooperative, Inc. and/or OEConnect, LLC any information it has on you or the entity on whose behalf you are making this application. You hereby certify that you are either the property owner or have permission from the property owner to have services installed.

10. The customer represents that he/she/they have complete authority to have internet and phone (if applicable) installation(s) made at the requested property and shall fully cover, reimburse, and



compensate OEConnect, LLC (OEC herein) for loss or damage of any kind sustained by it by reason of lack of such authority. At any time during installation of internet or phone service(s), or at any time after, said service(s) may be terminated and withdrawn or refused without notice for: improperly wiring a dwelling with deficient or non-regulation electrical service, coaxial cable, wiring a dwelling with intent to defraud or obtain service(s) without compensation to OEC or creating a condition of harmful radio frequency emissions in violation of Federal Communication Commission regulations.

11. All equipment furnished shall remain the property of OEC and we shall at reasonable times upon notice, except in the event of an emergency, have the right to enter the property for the purposes of inspection and repair. The customer shall pay any tax which may be levied by any taxing authority upon the service, facilities, equipment, installation, or business of company except such federal or state income taxes which may be levied upon business concerns.

12. This service is subject to all provisions of the schedule of rates and rules adopted by OEC which may be changed from time to time upon notice to consumer and are on file in its office and such schedule shall be subject to amendment at any time by OEC. More information on service(s) available and rates and fees will be provided upon request.

13. In the event of any breach of this agreement by customer, or delinquency in payment for service provided by OEC or failure to abide by the rules and regulations of OEC and the FCC, all services may be forthwith discontinued without notice and, at the option of OEC, its property will then be removed. Failure of OEC to remove such property shall not be deemed abandonment thereof. If the service is disconnected for nonpayment, the past due account balance plus a reconnect fee (currently \$0.00 but subject to change from time to time) and a security deposit (if required) must be paid to have service restored. Delinquent accounts that are paid and reconnected will be changed to a No Credit Extended status which requires future payments to be made by the due date each month to avoid additional service interruptions.

14. Any check returned unpaid by a bank must be covered by cash, credit card or money order and the account will be billed an additional \$30 bank service charge. Any delinquent balance unable to be collected by OEC will be submitted for legal collection and shall include, but not be limited to, basic and premium service(s) rendered, replacement equipment costs and collection fees.

15. Any service call determined to be "noncable related" will be billed on a time and situation basis with a minimum charge of seventy-five dollars (\$75). All charges unable to be collected will be submitted for legal collection and reports will be filed with customer credit agencies.