



Residential Service Agreement

This Residential Service Agreement (“Agreement”) describes certain terms under which TEPA Connect, LLC will provide fiber optic broadband services (the “Service”) to subscribers. *Please read the below terms carefully, as they are legally binding.*

- 1. TERMS OF SERVICE AND COMPLIANCE.** Subscriber agrees to comply with all terms contained within this Agreement and to comply with TEPA CONNECT’s policies, rules and price schedules related to the Service. This Agreement, along with TEPA CONNECT’s policies, rules and price schedules, are collectively referred to herein as the “Terms of Service.” The Terms of Service constitute a binding contract between the Subscriber and TEPA CONNECT. The Subscriber acknowledges and agrees that the Terms of Service may change from time to time following notice of such change and will remain contractually binding. The Subscriber’s signing of the Participation Form at the time service is requested and use of the Service shall be deemed acknowledgement that the Subscriber has read and agreed to all the Terms of Service, including this Agreement.
- 2. OWNERSHIP OF THE SERVICE LOCATION.** The Subscriber represents that it lawfully owns the real property at which the Subscriber is to receive the Service (the “Service Location”), or that the Subscriber has the permission of such owner(s) to enter this Agreement.
- 3. BILLING AND PAYMENT.** The Subscriber agrees to pay all current and future rates, fees, deposits, and other charges related to the Service, including installation fees (if applicable) covering non-standard installation for one data connection, one phone line (if applicable), and Wi-Fi extenders (if applicable).

The Subscriber agrees that failure to pay all rates, fees, and charges may result in termination of Service and TEPA CONNECT’s immediate collection of all amounts owed. Installation fee (if applicable) is due upon scheduling of the install. The first bill will include the upcoming month’s service. The billing period covers the first day through the last day of the month. The bill will be due on either the 5th or 20th of each month. If bill is not paid within 5 days of the designated due date, service will be disconnected.

- 4. TERM OF AGREEMENT AND TERMINATION BY SUBSCRIBER.** This Agreement is for no fixed term, and Subscriber can cancel Service at any time. The Router/Gateway, wireless extender(s), if any, and Optical Network Terminal (“ONT”) on the Subscriber’s premises remain the property of TEPA CONNECT and the Tippah Electric Power Association (“TEPA”), respectively and may be requested to be returned to TEPA CONNECT upon cancellation or discontinuation of Service in accordance with paragraph 10 hereof.
- 5. TERMINATION BY TEPACONNECT, LLC.** Notwithstanding anything else in this Agreement, TEPA CONNECT may terminate or decline to provide Service to Subscriber at any time for non-payment or for any other breach of the Terms of Service.
- 6. COMPLIANCE WITH APPLICABLE LAWS.** Subscriber agrees not to use the Service in a way prohibited by the Terms of Service or by local, state, or federal law, including but not limited to trademark, copyright or other intellectual property laws. Subscribers shall not modify, amend, sell, or resell the Service in any manner whatsoever, and any violators shall be prosecuted to the fullest extent allowed by law.
- 7. GRANT OF EASEMENT.** As a condition of receiving Service, and without financial compensation, Subscriber grants to TEPA CONNECT and TEPA (or, at TEPA CONNECT’s direction, to a third party) a perpetual commercial communications easement on and through the Service Location to provide data and voice services on transport fiber, distribution fiber and service extension fiber, if applicable, for Service to both the Subscriber and to other



subscribers, and to perform necessary maintenance, service upgrades, and periodic right-of-way maintenance. If the electric utility facilities cross the Service Location, these easements will generally, but are not required to, follow those facilities.

- 8. INSTALLATION PROCESS.** When possible, the fiber service drop will follow the same route as your electric service all the way to the dwelling or structure. **TEPA CONNECT** will install the Network Interface Device (NID) on the dwelling or structure. No one is required to be present, so prior notification of this step will not be provided unless an issue is encountered.

Prior notification of any sprinkler system, invisible fence, wiring, cabling, or any other obstruction that could be damaged by a service drop installation, should be given by the subscriber prior to the installation. Once completed with the drop installation, a **TEPA CONNECT** representative will contact the tenant to schedule in-home (inside) installation, and an adult over the age of 18 will be required to be present.

TEPA and TEPA CONNECT will submit locate requests to all underground utilities where digging, boring, trenching, or plowing will take place. After the required locate period has transpired, TEPA and TEPA CONNECT will not be responsible for damages done to utilities that have not located their respective underground facilities.

After the drop service has been installed, a TEPA CONNECT representative will contact the Subscriber to schedule the in-home installation, and an adult over 18 years of age will be required to be present. Subscribers renting or leasing must have the Landlord or Property Manager's written permission for installation prior to the service drop construction and the arrival of the TEPA CONNECT installer for the in-home installation (SEE LETTER OF PERMISSION). Proper installation may require drilling through interior and/or exterior walls in order to run wire and installing outside and interior equipment.

- 9. SERVICE LEVEL GUARANTEES.** The Subscriber understands and agrees that TEPA CONNECT does not guarantee that any particular amount of bandwidth on the Service will be made available to the Subscriber or that any speed or throughput of the Subscriber's connection to the Service will be available to the Subscriber. The Service is subject to both scheduled and unscheduled maintenance outages; however, TEPA CONNECT will strive to minimize the impact of scheduled maintenance outages. The Subscriber understands that the Service requires electricity at the Service Location and, if an electrical outage occurs, the Service (which may include telephone) will not function.

The Subscriber's TEPA CONNECT-provided Gigabit Passive Optical Network (GPON) optical network terminal (ONT) is powered by plugging it into an electrical wall outlet. In the event of an electrical outage, the Router/Gateway will not receive power. If this were to happen, the Subscriber's phone service, including any medical or security alert systems, like E911, will not be available to the Subscriber unless the ONT and phone are powered by an Uninterruptible Power Supply (UPS). If the Subscriber has a medical alert system or security equipment, they are strongly encouraged to utilize and maintain a battery back-up. It is the responsibility of the Subscriber to provide, maintain, monitor, and/or replace the battery back-up.

- 10. TEPA CONNECT EQUIPMENT AND SOFTWARE.** TEPA CONNECT's equipment is designed to be used on the premises in which service is installed. The equipment that TEPA CONNECT installs in your home or business is the property of TEPA CONNECT and TEPA. In the event that the Subscriber relocates, or if the Service is disconnected or terminated for any reason, the Subscriber may return the Router/Gateway and, if applicable, any wireless extender(s) or other equipment to the TEPA CONNECT office. If the units are not returned, there may be a fee assessed to cover the cost of such equipment. *The Subscriber assumes the risk of loss, theft, or damage to the equipment at all times prior to the removal of the units by TEPA CONNECT or return of the units by the Subscriber.*



- 11. SUBSCRIBER EQUIPMENT.** The Subscriber is responsible for maintaining the wiring and all other applicable devices which the Service Location needs to utilize the Service. The Subscriber is responsible for meeting and complying with the minimum computer, device, and system requirements established by TEPA CONNECT and contained herein.
- 12. TECHNICAL SUPPORT.** Unless otherwise provided by the Terms of Service, TEPA CONNECT does not provide technical support or assistance with third-party hardware or software.
- 13. PRIVATE NETWORK.** The Subscriber agrees and understands that TEPA CONNECT and TEPA may utilize the wireless component in the ONT or Router/Gateway in order to extend coverage of a private network for internal or external use independent of the Subscriber's network or services which will not impede or restrict access to the Subscriber's services.
- 14. LIMITATION OF LIABILITY.** The Subscriber agrees that in the event of a loss of Service due to defective software or equipment provided by TEPA CONNECT, Subscriber's sole remedy shall be receipt of a credit to Subscriber's account in the amount of one month's charge for the Service, and to have TEPA CONNECT replace TEPA or repair any such defective software or equipment provided by TEPA CONNECT. Except as expressly stated in the preceding sentence, TEPA CONNECT, its officers, operating managers, owners, parent company, employees, affiliates and agents ("TEPA CONNECT Parties") will not be liable for any interruptions in service or the effects therefrom, or liable for any delay or failure to perform, nor for any indirect, incidental, special, punitive or consequential damages that arise out of or relate to this agreement or the Service provided hereunder, including without limitation business interruption, lost profits, computer failure or malfunction, any damages for loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions. In no event shall the TEPA CONNECT Parties have any liability for special, indirect, incidental or consequential damages relating to the equipment or resulting from TEPA CONNECT furnishing or failing to furnish any services or equipment to the Subscriber or from any fault, failure, deficiency or defect in services or equipment furnished to the Subscriber.
- 15. NO WARRANTY.** TEPA CONNECT DOES NOT WARRANT UNINTERRUPTED USE OF THE SERVICE, NOR DOES IT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, MAL-WARE, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE, DENIAL OF SERVICE ATTACKS OR OTHER HARMFUL COMPONENTS. TEPA CONNECT DOES NOT WARRANT THAT ANY DATA OR FILES THE SUBSCRIBER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO THE SUBSCRIBER'S INFORMATION. THE SERVICE AND TEPA CONNECT EQUIPMENT ARE PROVIDED ON AN "AS-IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICE, EQUIPMENT, AND SOFTWARE TEPA CONNECT PROVIDES, AND TEPA CONNECT EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE TEPA CONNECT EQUIPMENT, SOFTWARE OR ANY SERVICE FURNISHED TO THE SUBSCRIBER, ALL OF WHICH WARRANTIES ARE EXPRESSLY EXCLUDED.
- 16. INDEMNITY.** The Subscriber shall defend, indemnify, and hold harmless TEPA CONNECT and TEPA, along with their directors, officers, employees, affiliates and agents, from and against any third party claims, damages, losses, attorney's fees, and expenses relating to or arising from the Subscriber's breach of the Terms of Service.
- 17. SUCCESSORS AND ASSIGNS.** TEPA CONNECT's rights and obligations under this Agreement shall accrue to and inure to the benefit of TEPA CONNECT's corporate parent, affiliates, successors and assigns. The Subscriber may not sell, transfer, or assign this Agreement to a third party without TEPA CONNECT's prior written consent.
- 18. JURISDICTION.** The Subscriber agrees that exclusive jurisdiction for any claim or dispute with TEPA CONNECT or



TEPA relating to this Agreement or any other Terms of Service shall be in the courts of Mississippi and that this Agreement shall be governed by Mississippi law. If legal action is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

- 19. CONSENT TO COMMUNICATIONS.** The Subscriber consents to receive communications from TEPA CONNECT relating to the Service by any commercially reasonable method, including regular U.S. mail, email, text messages, and phone calls. The Subscriber may opt-out of any non-emergency or non-billing communications by contacting the TEPA CONNECT office.
- 20. SECURITY.** The Subscriber agrees that using the Service presents certain security risks that may enable other Internet users to gain access to or use of Subscriber's equipment or information. The Subscriber is solely responsible for taking all appropriate security measures when using the Service, and agrees that neither TEPA CONNECT nor TEPA, nor their officers, employees, affiliates or agents, shall be responsible for security or information breaches. The Subscriber agrees that TEPA CONNECT may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam.
- 21. AMENDMENT OF TERMS OF SERVICE.** TEPA CONNECT reserves the right to modify the Terms of Service at any time by posting changes online at www.tippahepa.com. The Subscriber's continued use of the Service following online notice of such modification shall be deemed to be the Subscriber's acceptance of any such modification. If the Subscriber does not agree to any modification of the Terms of Service, the Subscriber must immediately cease using the Service and notify TEPA CONNECT that the Subscriber is terminating the Service.
- 22. ENTIRE AGREEMENT.** The Terms of Service are the only terms and conditions that govern the Service. No undertaking, representation or warranty made by any agent or representative of TEPA CONNECT or TEPA in connection with the sale, installation, maintenance or removal of the Service shall modify or amend the Terms of Service.

CUSTOMER SIGNATURE _____ DATE _____