

LAGRANGE COUNTY REMC BROADBAND SERVICE AGREEMENT

This Broadband Order and Agreement (“**Service Agreement**”) is a contract between you (“you” or “Customer”) and LaGrange County Rural Electric Membership Corporation (“**Company**”). The Service Agreement governs fiber optic communication services including, but not limited to, high-speed internet service and VoIP phone service, as applicable (individually and collectively, “**Services**”) provided by the Company to you (“**Customer**”). This Service Agreement outlines the terms and conditions under which Company is providing Services to Customer and the associated obligations of both Parties. Nothing in this Agreement shall be construed in any way to convey membership in the Company. By submitting an application for the Services, Customer understands, acknowledges, and agrees to be bound by the terms and conditions of this Service Agreement 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 <https://lagrangeremc.com>. **By submitting an application for Services, you thereby consent to these terms and conditions.**

1. **CUSTOMER ELIGIBILITY**. If you are an individual, you represent and warrant that you are at least 18 years of age and have full legal authority to execute this Agreement. If you are a corporate or organized entity, the individual representative executing this Service Agreement hereby represents and warrants that he/she has full legal authority to execute this Service Agreement on behalf of the Customer.
2. **SUBSCRIPTION AND PAYMENT TERMS**. The term of this Agreement shall commence on the date that Company first provides Services and shall continue on a calendar month-to-month basis. Unless notice is given by either party not less than thirty (30) days prior to the end of the Client’s active bill cycle, this Agreement shall automatically be renewed for an additional month. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services selected by Customer provided by Company. Customer agrees to pay for all charges incident to providing such services, including but not limited to charges for installation and equipment. All payments shall be in the form of major credit card, cash or check and are nonrefundable.
3. **MEMBER PORTAL**. Customer is required to complete the Member Portal registration process following the in-home installation. Company does not send a paper bill. Company charges a fee of \$ 4.00 to provide a paper statement. Customers are encouraged to use the Auto-pay program to ensure regular and timely delivery of

monthly payments. The Customer portal can be found at <https://billing.lagrangeremc.com/onlineportal>.

4. **LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Unless paid in advance, Customer shall make all payments to Company when due. Customer understands that Company may require a security deposit and/or issue an administrative late fee (“**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. If Service is disconnected, Company may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fee, before service is restored. If Customer’s check is returned for insufficient funds, Company may impose a service charge up to \$25.00. If Customer has not paid amounts due within 30 days of the due date, a collection agency and/or attorney may be engaged to collect amounts due. Customer agrees to pay Company for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.

5. **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, including without limitation, inside or outside Optical Network Terminals (ONT), wireless routers, and wiring (collectively, “**Equipment**”), 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 the outside Equipment by Company or return of the inside Equipment by Customer. Customer agrees to pay any Equipment charges associated with the Service. Upon termination of Service for any reason (including fire, flooding, storm or other incident beyond Customer’s control), Customer agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Company within 5 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or the inside Equipment is not returned to Company for any reason within 5 days of termination, Customer shall be liable to Company for the full replacement cost for any unreturned or damaged Equipment. Further, Customer understands and agrees that Company may charge the credit card on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law. If Customer does not use, or has cancelled a credit

card, Customer authorizes the Company to collect from Customer a deposit in the amount of the replacement cost of the equipment.

6. **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.

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

8. **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 not share or re-sell the Services to other locations, unrelated parties, other business entities or their employees. Customer may be subject to both civil and criminal penalties for any such conduct. Customer shall not move Equipment to another location or use it at an address other than the address associated with Customer's Service account without prior authorization from Company.

9. **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 Customer violations of this Agreement or Acceptable Use Policy violations. If Customer's bill is not paid after notification is received, Company may suspend or 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 credit card on file 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.

10. **CHANGES IN SERVICE/CHARGES**. Company may change or eliminate Services and charges. Company will give Customer 30 days' notice of:
 - a. increases or other changes in charges; or
 - b. Changes to or elimination of Services in conformity with applicable law.

11. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Services shall only be provided at the address where Company completes installation. Account holder may not assign or transfer Customer's rights or obligation to the Services to another person without the consent of both the Company and the transferee. In most situations, the Company will require a separate application for any transfer.

12. **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. The cost of replacing or repairing Equipment damaged by intentional or negligent misuse is Customer's sole responsibility.

13. **ACCESS ON PREMISES.** As a condition of receiving the Services, Customer hereby grants to Company authorization to enter Customer's premises to construct, install, maintain, inspect, remove, and/or replace all other Equipment necessary to provide the Services that Customer has requested. Furthermore, if Customer is the owner of the premises at which any Services are provided, Customer will, upon request, grant to Company a perpetual easement without charge on and through premises to construct, install, maintain, inspect, remove and/or replace our outlets, transmission lines and all other Equipment necessary to provide the requested Services to Customer and others. If Customer does not grant such easement and Company is unable to retrieve its Equipment undamaged, then Company may charge the Customer for the replacement cost of the Equipment.
 - a. If Customer is not the owner of the premises, Customer must acquire approval from their landlord before Services can be provided. The Landlord FTTH Install Approval can be found on our website <https://lagrangeremc.com> and by submitting such Approval, Customer warrants that he/she has received the proper authority to grant such access to Company to construct, install, maintain, inspect, remove and/or replace Equipment as indicated on the Service Order.

14. **PRIOR ACCOUNTS.** Customer warrants that no monies are owed to Company from previous Customer accounts with Company or its affiliates. If Company finds a prior account with Customer or its affiliates where money is owed, then Company may first apply any funds received to that prior account, where allowed by law, before applying funds received to Customer's payment obligations under this Agreement.

15. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.
- a. 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.
 - b. 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.
 - c. 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 then-preceding 3-month period.
 - d. 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.
16. **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.

17. **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.

18. **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's premises. 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.

19. **INTERNET USE.** Customer understands that its use of the Services is subject to Company's Acceptable Use Policy and Copyright Infringement Policy (each previously incorporated herein by reference and as may be amended from time to time). 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.

20. **TROUBLESHOOTING.** Company's Technical Support Team is available 24/7 and may be contacted at 877-463-7165 for technical support related to the Services.

21. **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.

22. **NOTICES.** All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, recognized national overnight courier service (e.g., Federal Express), or by registered or certified mail, return receipt requested, addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

23. **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 Indiana, without regard to its conflict of laws principles. Any action or proceeding arising from or relating to this Agreement shall be under either the exclusive jurisdiction of the state courts located in LaGrange County, Indiana or the United States District Court for the Northern District of Indiana, Fort Wayne Division. Each party consents to personal jurisdiction in such courts.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO VOIP PHONE SERVICE

1. **RATES AND CHARGES.** The rates and charges for the VoIP Services (“Voice Services”) are set forth in the Agreement, together with any and all of Company taxes, fees and surcharges, as applicable and as amended from time to time. With respect to any Voice Services provided by Company to Customer for which a rate is not specified in the Rate Schedule, Company’s standard retail rates shall apply. Company shall provide Customer with a current rate schedule for its standard retail rates at time-of-service activation, from time to time, and at the request of Customer.
2. **TAXES AND SURCHARGES.** In addition to the rates and charges for the Voice Services, Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Voice Services and any Equipment, excluding taxes based on Company’s net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, 911 surcharges, and federal and state regulatory surcharges, as required or permitted by applicable law or regulation and/or as specified on the Company’s website.
3. **VOIP USAGE BILLING.** Billing for any usage associated with Voice Services, including but not limited to Directory Assistance, Toll Free Service Charges, International Calling, will occur in arrears (for prior month’s usage-based Services).
4. **CUSTOMER RESPONSIBILITIES.** Customer shall be responsible for providing the following to support Voice Services: (i) broadband internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol (“IP”) connectivity necessary to reach and interoperate with the Voice Services and the Company; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP-enabled phones and/or analog telephony adapters.
5. **UNAUTHORIZED USE OF VOICE SERVICES.** Company shall have the right (but not the obligation) to take protective action against Customer in order to protect Company’s network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Customer’s voice traffic until the applicable problem is resolved in Company’s reasonable discretion. The Voice Services do not support, and Company will not accept, 976/900 and such other call types in which charges are placed on an end-user’s bill and Company might be expected to act as a collection agent. Use of predictive dialers for more than five

percent (5%) of all calls made is prohibited without Company's prior written consent.

6. **VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY.** Customer understands and acknowledges that access to Voice Services may be lost or may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) Company's network or facilities are not operating; (ii) broadband connection is lost; (iii) Customer is experiencing a power outage; (iv) electrical power to the optical network terminal (ONT) is interrupted; (v) Customer failure to provide a proper service address or moving the service to a different address. Customer understands and acknowledges that in order for 911/E911 calls to be properly directed, Company must have the current service address and if Service is moved to a different address without Company's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding, or the Voice Services (including 911/E911) may fail altogether. Customer is required to notify Company of any change of address of the ONT for 911/E911 calling service to work properly. Customer agrees that, to the maximum extent allowed by law, Company shall have no liability for any damages caused, directly or indirectly, by Customer's inability to access the Voice Services, including 911/E911 services. Customer agrees to defend, indemnify, and hold harmless Company, its officers, directors, employees, affiliates and agents and any others who furnish services 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 fees) by, or on behalf of, Customer or any third party or user of account relating to the absence, failure, or outage of the Voice Services, including 911 dialing and/or inability of Customer or any third person or party or user of the Voice Services to be able to dial 911 or to access emergency service personnel.
7. **CPNI.** Under federal law, Customer has the right, and Company has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's Voice Services usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Company and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the Company's assets, as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the Company.

This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Company in writing at 1995 E US Highway 20, LaGrange, IN 46761 Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Services.