



FIBER-TO-THE-HOME TERMS & CONDITIONS OF USE

Duncan Telecommunications, LLC

PO Box 685

Wilmington, VT 05363

802-464-2233

The subscriber (the "Subscriber") hereby agrees to the following conditions pertaining to the installation of DTiNET Fiber-to-the-Home (FTTH) service tiers and related service equipment (the "equipment") of Duncan Telecommunications LLC, (the "Company") on the premises of Subscriber.

The Company agrees to maintain the Equipment in good working order and will replace any defective or deteriorated parts of the Equipment located on Subscriber's premises without charge. However, the Company shall have no obligation to replace or repair parts of the Equipment damaged by something other than customary and normal use and handling by the Subscriber.

The recurring monthly service charge for the FTTH service shall be paid by the 20th of each month. If the Company does not receive payment for said charges by the 20th of the month, the account of Subscriber will be considered delinquent and will be subject to disconnection of service. Reconnection of discontinued service will require payment of the existing balance of Subscriber together with a reconnection charge of \$39.95.

The Company, its agents and employees shall always have the right to go on the premises of the Subscriber for the purpose of making periodic checks and adjustments as may be necessary at the Company's sole discretion to assure the successful operation of the Equipment. In the event Subscriber is not the owner of the premises (Renter/Tenant) in which any portion of the Equipment is to be installed, Subscriber warrants to the Company that he or she has the consent of the owner of the premises for the Company to make the installation and maintenance contemplated by the Agreement. Renters/Tenants shall place a \$150.00 deposit (payable in advance) with the Company, which will be held on file and receive 3% interest until service is terminated, and at which time the Subscriber is directed

by the Company, the Equipment is returned in good condition as per the terms of this agreement.

Subscriber agrees that he or she will not in any manner whatsoever disturb, alter, or move the lead line of the Equipment connected at his or her premises, or that he or she will not attach or attempt to attach additional devices to the terminal of the Equipment, or attempt to share the Subscriber's service connection with others, except upon the written agreement of the parties hereto. In the event Subscriber disturbs, alters, or moves the lead line of Equipment, or its output connections in anyway, the Company shall have the absolute right to cancel this Agreement and to remove the Equipment from the premises and the Subscriber shall forfeit all fees and charges paid hereunder. In the event of such default by Subscriber, the Company shall have the right to terminate the signal(s) to Subscriber's premises or to remove the connecting wires between the Company's distribution system cable and the terminal at Subscriber's premises.

The Company shall not be liable for any failure or interruption of service caused by or resulting from any circumstances beyond its control, including but not limited to the responsibility for the operation, maintenance, and repairs of the Company's Equipment.

The rights and obligations of the Subscriber under this Agreement shall not be assigned or transferred without the written consent of the Company.

Subscriber shall indemnify and hold the Company harmless from and against any loss, damage, costs and expenses including reasonable attorney's fees resulting from any breach of warranty, representation or covenant made by Subscriber in this Agreement.

No modification or waiver of any provision of this agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

If there is a conflict between any national, state or local regulations of this contract, the national, state or local regulations shall have precedence over this agreement; but only to the extent there is actual conflict. If no conflict exists, then this agreement shall be considered additional regulations.

Subscriber hereby agrees to lease from Duncan Telecommunications System the following: Optical Network Terminal (ONT) to be used in conjunction with the System.

At the termination of the service supplied to Subscriber over said System, Subscriber agrees to leave or if directed to by the Company, return said unit(s) to the Company, undamaged, less ordinary wear and tear. Subscriber, further agrees to protect said unit(s) from damage or loss and to reimburse the Company for any damage to or loss of said unit(s) as determined by the Company, \$300.00 per ONT damaged or lost. If it is necessary for Company to commence legal proceedings for the recovery of the ONT or value thereof, the Subscriber agrees that any judgment obtained against him or her shall include applicable attorney's fees and all court costs incurred.

All discounted rates enjoyed by the Subscriber are contingent upon the Subscriber completing and/or fulfilling the payment of rates as directed and required within the Company payment policies. Such policies shall remain in full force during the term of any contract, service agreement as agreed to previously by the Subscriber.

If we terminate your service for nonpayment or other default before the end of the Service Commitment Period, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions or rates as set forth below, you agree to pay the Company with respect to each device identifier or ONT MAC assigned to you, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee").

If your Service Commitment includes the purchase of service at a discounted rate, the Early Termination Fee will be \$325.00 for DTiNET Platinum and Platinum Plus Services. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based.

AFTER YOUR SERVICE COMMITMENT PERIOD HAS CONCLUDED, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION HEREIN.