



SUBSCRIBER AGREEMENT

This Subscriber Agreement ("**Agreement**") is entered into this _____, by and between the parties described below.

PARTIES TO THIS AGREEMENT:

Network: Fiber Connect, LLC ("**Network**")

Subscriber: _____

Subscriber Information:

Property Address ("**Property**") _____

Telephone: _____

Secondary Telephone: _____

Property Owner(s): _____
(if not Subscriber)

AGREEMENT

The parties, intending to be legally bound, hereby agree as follows:

- Network Installation:* I ("Subscriber") understand that this Agreement allows the Network's infrastructure to be installed on the Property, as described in Network's New Service Installation Policy, and is also an Agreement for the provision of telecommunications and/or other services by Network, and agree to the terms contained herein.
- Service Offerings:* By signing this Agreement, when Network and its service offerings are available at the Property, I agree to purchase the Service Package initialed by me below. All data services are best use and Network does not guarantee minimum data rates. Network may modify the Services at any time, including but not limited to upgrades and downgrades with thirty (30) days prior written notice to Subscriber of such change to occur.

SERVICE DESCRIPTION	TOTAL
Setup / Administrative Fees:	

Taxes and Fees may apply to some services.

- Network Availability:* In the event the Network, for whatever reason, never reaches my property within Twelve (12) months of signing the instant Agreement, then I shall have no further liability at any time to Network, and I shall hold Network harmless from any representations that have been made to me regarding the availability of the Network and/or Network's ability to provide services at the Property. Upon request made in writing made by Subscriber, any setup fee(s) paid will be refunded in full without interest, less any outstanding account balance to Subscriber at the Billing Address of record unless otherwise instructed by Subscriber in writing.
- Agreement Financials:* I understand this is a contract with Network, and by signing this, I agree to pay Network, or its lawful designee, a Connection Fee ("**Connection Fee**") in one payment of _____ at time of signing Agreement, and payments of _____ per month over ____ years (___ months) ("**Term**").
- Method of Payment:* I understand that the Network's preferred method of payment is by auto-pay. I further understand and agree that if I fail to use auto-pay (credit card or direct checking withdrawal), and use another method of payment, I will be charged a monthly administration and processing fee of Five and No/100 Dollars (\$5.00), in addition to payments described in Section 4 herein.

6. *Term of Agreement:* The term for services provided under this Agreement as described at Section 2 herein begin upon execution hereof (the "Execution Date") and expire One (1) year thereafter. After one (1) year, the terms of this Agreement shall automatically renew for a term of ___ month(s), unless Subscriber sends written notice to Network at 29 Pumpkin Hollow Road, Egremont, MA 01230 or via email at sales@bfcma.com.
7. *Dormancy Policy:* I understand and agree that Network does not offer a dormancy or vacation rate, nor does Network allow seasonal suspension of services. Network reserves the right to charge a penalty or deny Services, to any customer who violates this Dormancy Policy, which may be amended or supplemented from time to time by Network in its sole discretion.
8. *Early Termination:* I understand and agree that Network will be installing a significant quantity of infrastructure in order to provide me with the services described hereunder. In the event I terminate this Agreement prior to its termination date, for any reason with the exception of moving outside of Network's service area, I agree to an early termination penalty equal to Ninety (90%) Percent of the remaining service agreement term, which I must pay as a material condition of being relieved of my contractual obligation hereunder.
9. *Right to Terminate Services:* Network retains the right to terminate services to Subscriber for any reason with thirty (30) days written notice to the Subscriber address on file. If termination of service is for reasons other than a violation of any conditions or policies in this Agreement or as published in the Policies on our website, the penalty under "Early Termination" is waived. Network may, in its sole discretion, refuse to provide Services for any reason or no reason.
10. *Termination of Services for Non-Payment.* In the event that Subscriber fails to pay any invoice or bill from Network pertaining to services provided under this Agreement within thirty (30) days of the invoice or bill date or the date, in full, Network reserves the right to terminate all services provided to Subscriber pursuant to this Agreement.
11. *Payment in the Event of Termination of Services.* In the event Network terminates services to Subscriber for any reason as further described in this Agreement, Subscriber shall remain liable for installation, services, or other costs incurred pursuant to this Agreement up to and including the termination date.
12. *Network Policies:* I understand and agree that my use of Network's services will be fully in compliance with Network's Privacy, Acceptable Use, and other policies which the Network may adopt from time to time without prior notice to Subscriber, and which are incorporated herein by reference. Such policies may be found at <https://www.fiberconnect.website/fiber-connect-legal-documents>.
13. *Network Use:* I understand that this GPON service is intended for my use only and may not be shared with individuals beyond my household. Network's services may not be shared among multiple families, tenants, or dwelling units. I am responsible for maintaining the confidentiality of my account and any login information associated therewith, and for restricting access to my account (i.e., not sharing login information) from those outside of my household.
14. *Property Access:* In order to facilitate the provision of services to the Property, I will, if applicable, simultaneous to the signing of this Agreement, enter into a Property Access License, as may be required with Network, substantially in the form attached hereto as **Appendix A**.
15. *Fiber Facilities:* I understand that Network may be constructing new fiber facilities to service the Property. If new facilities are required then service may not be ready to be "turned up" or activated at the time of the equipment installation at the Property. Billing cycle will not begin until service is actually "lit" at the Property Optical Network Terminal ("ONT").
16. *Installation Policy:* I have read and agree with the New Service Installation Policy which can be found on the Network website under the "Legal Documents" section located at <https://www.fiberconnect.website/fiber-connect-legal-documents>, as it may be amended from time to time at the Network's sole and determining discretion, and without prior notice to Subscriber.
17. *Payment:* Payment for services are due and payable on the first day of the service month. Upon initial service activation, billing will be pro-rated beginning on the first full day service is made available and for the remainder of the current month. Upon termination of this Agreement as elsewhere contemplated herein, service will terminate at the end of the currently billed month. Any financing balance will be due at the time of termination based on current amortization schedule.
18. *Equipment Policy:* I understand, Network is providing a Fiber To The Premise broadband service with on-premise fiber router of best use to speeds described in your selected offering. Network has no control or liability of speeds or connectivity beyond Network's network both upstream to the internet and downstream at the Subscriber premise beyond Network's premise equipment. **Network is not responsible for conditions that may affect WiFi on premise due to structural size, materials, radio interference, or otherwise. Network makes no warranties regarding signal strength or speeds over WiFi technologies within the premise.** Network may offer additional paid services to mitigate WiFi issues related to the Property, if desired.
19. *Late Fees:* Network will assess a late charge of Ten and No/100 (\$10.00) Dollars per incident for payments not received for the full amount billed to Subscriber by the due date. Additionally, Network will assess a late charge of one and one-half percent (1.5%) monthly on any delinquent charge greater than seven (7) days.
20. *Failed Payment Fees:* Network reserves the right to assess a charge of Ten and No/100 (\$10.00) Dollars for any failed payment attempt. Network, in its sole discretion, consider successive failed payments as failure to pay as required under the Agreement.



21. *Fiber Connect Agreement:* This Agreement (and the documents to be executed pursuant to this Agreement) constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable, or unenforceable term or provision shall not affect any other term or provision of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to choice of law principles. For all litigation which may arise with respect to this Agreement, the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum nonconveniens*) of the United States Federal District Court for the District of Massachusetts if in federal court or Massachusetts if in state court. For judgment collection purposes only, the parties further consent to the jurisdiction of any state court located within a district which encompasses assets of a party against which a judgment has been rendered for the enforcement of such judgment or award against the assets of such party.
22. *Corrections / Changes:* This Agreement may not be altered in any manner. Any changes, alterations, or corrections must be done by Network. Any handwritten alterations will void this agreement. To request alterations please email sales@bfcma.com or call 413.429.4109; Network reserves the right to deny requests for alterations to this Agreement. Any changes to this Agreement or the terms contained herein shall be binding and enforceable only if made in a writing signed by both parties.
23. *Other Documents and Policies:* Network maintains additional documents and policies online at <https://www.fiberconnect.website/fiber-connect-legal-documents>, which are hereby incorporated by reference. Customer understands these policies and that they may be updated from time to time, and agrees to abide by said Policies. Notification of any policy changes will be done by posting same on the Network's website located at <https://www.fiberconnect.website>. Network reserves the right, in its sole discretion, to change, modify, add, or remove portions of this Agreement and/or Network's policies, unless specifically noted herein, and Subscriber agrees to be bound by any such modifications as a consequence of Subscriber's continued use of Network's equipment and services.
24. Subscriber warrants and represents that they are the lawful owner of the Property and has authority to agree to installation of any and all equipment needed to connect Services to the Property, or that they are a lawful tenant at the Property and the owner of the Property as acknowledges and agrees to be bound by the terms of the Property Access License attached hereto as Appendix A.
25. *Retention of Rights:* Network may decide not to enforce its rights or exercise a remedy under this Agreement in a specific instance. This will not be a waiver of Network's rights or remedies. Nothing contained in this Agreement limits Network's rights and remedies available at law or in equity.
26. *Assignability:* Subscriber may not assign their right to use the Services without Network's express written authorization. Subscriber may not assign their rights and obligations under this Agreement without Network's express written authorization. Network reserves the right to assign this Agreement and any of its rights and obligations, or any debt owed by Subscriber to Network, without notifying Subscriber.
27. *Contact:* Subscriber agrees to provide Network with updated and current telephone number(s), mailing address(es), and other contact information at all times during the Term.
28. *Delays:* Network shall not be liable to Subscriber under this Agreement for any failure or delay in performance that is due to causes beyond its reasonable control and without its fault or negligence, including but not limited to, public health crises, acts of nature, acts of civil or military authority, governmental actions, fires, civil disturbances, interruptions of power, or transportation problems. Network shall also not be liable for any delay or performance failure caused by Subscriber's failure to perform any of its obligations under this Agreement. Network makes no guarantees or promises with regard to the exact date of the complete installation and operational status of Subscriber.
29. *Limitation on Liability / Network Outages:* Provider shall not be liable for any indirect or consequential damages for breaching this Subscriber Agreement or for otherwise failing to provide network access. Without limiting the generality of the forgoing, it is specifically acknowledged by Subscriber, that network outages may occur from time to time. Any lost profits, lost wages, expenses, or other damages suffered by Subscriber in relation to a network outage ("Losses") shall in no manner be deemed the responsibility of the Providers and the Provider shall not be held liable for any such Losses. Should the Subscriber suffer any of the aforementioned Losses, the Subscriber's sole remedy, at law or in equity, shall be termination of this Subscriber Agreement and the services provided for herein.
30. *Indemnification:* Subscriber agrees to defend, indemnify, and hold Network harmless from and against any and all damages, losses, or expenses (including, without limitation), reasonable attorneys' fees and costs) incurred in connection with any claims, suits, judgments, and causes of action arising out of or related to 1) Subscriber's use of Network's Services or equipment; 2) Subscriber's actual or alleged violation of law; 3) Subscriber's failure to notify Network of a change in or the inaccuracy of the information you provided; and 4) Subscriber's breach of this Agreement or any applicable policies. This provision shall survive any termination of this Agreement.



Appendix "A"
Property Access License

1. **Grant of License.** Subscriber understands and agrees that delivery of services under that certain Subscriber Agreement between Subscriber and Fiber Connect, LLC (the "Network") requires the Network to connect its infrastructure to the premises. Subscriber grants the Network a non-exclusive license to access the premises to install and maintain fiber optic cable(s), electronic access portal(s), and any and all other equipment necessary to provide and maintain services as described in the Subscriber Agreement, to the premises, including rights of ingress and egress for maintenance purposes ("License"). This License shall be irrevocable with respect to the outdoor premises, and shall extend throughout the term of this Agreement or until the date the Network's equipment is removed, whichever is later, with respect to the indoor premises. This License shall run with the land and, at the Network's sole discretion may be recorded with the county recorder at the expense of Subscriber. Unless otherwise provided by law, the fiber optic cable(s), electronic access portal(s), and any other equipment shall remain the Network's property, as applicable. If Subscriber is not the owner of the premises, Subscriber shall immediately notify Network of same; Network shall require that the owner of the premises sign and agree to this License.

2. **Damage Covenant.** Neither the owner(s), nor Subscriber or premises occupants shall damage the Network's infrastructure, including, but not limited to, fiber optic cable(s), electronic access portal(s), and any other equipment. Any and all equipment provided by Fiber Connect, LLC that is used to deliver the Services must be left at the Property for Fiber Connect, LLC undamaged, upon the expiration or termination of the Agreement. Subscriber shall not remove or damage the equipment provided by Fiber Connect, LLC that is used to deliver the Services. Subscriber agrees to provide Fiber Connect, LLC the full replacement cost of such equipment, if Subscriber fails to return such equipment at the end of the term of this Agreement in the identical condition as initially provided to Subscriber, commercially reasonable wear and tear excepted. Subscriber shall be jointly and severally liable to the Network directly, and the Network may obtain reimbursement directly from Subscriber, for such damages, including enforcement and court costs, and attorney fees. This provision shall survive the termination of any such agreement.

3. **Temporary Drops.** If, for any reason, a permanent connection to the premises cannot be made, a temporary drop may be used to install the Network's infrastructure to the premises at Network's sole discretion. Subscriber and owner(s) shall hold the Network harmless from any and all claims arising from or related to injuries or damages, of whatever kind or nature, caused or arising from such temporary drops.

4. **LIMITATION OF LIABILITY.** THE NETWORK'S LIABILITY TO SUBSCRIBER, OWNER(S) AND/OR USERS OF THE NETWORK'S INFRASTRUCTURE AT THE PREMISES (COLLECTIVELY, "NETWORK USERS") ON ACCOUNT OF ANY ACT OR OMISSION RELATED TO SUCH USE OF THE NETWORK SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY THE NETWORK'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR SUCH DAMAGES, NETWORK USERS WILL NOT BE ENTITLED TO ANY OTHER DAMAGES FROM NETWORK, WHETHER INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES, OR OTHER ECONOMIC LOSSES, REGARDLESS OF THE FORM OF ACTION. EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 4, THE NETWORK AND EACH OF ITS EMPLOYEES, OFFICERS, AGENTS AND CONTRACTORS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, NETWORK USERS' ELECTRONIC HARDWARE OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA. SUBSCRIBER ASSUMES FULL RESPONSIBILITY FOR EDUCATING NETWORK USERS REGARDING VIRUSES, TROJAN HORSES, HACKER ATTACKS, ETC. SUBSCRIBER AND OWNER(S) AGREE TO HOLD THE NETWORK HARMLESS FROM ALL CLAIMS PROXIMATELY CAUSED BY A NETWORK USER'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR SUCH DAMAGES, NETWORK WILL NOT BE ENTITLED TO ANY OTHER DAMAGES FROM SUBSCRIBER, INCLUDING INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR OTHER ECONOMIC LOSSES, REGARDLESS OF THE FORM OF ACTION.

This License is specific and proprietary to Fiber Connect, LLC. It is not to be modified without prior written consent of Fiber Connect, LLC. For any legal questions please contact Fiber Connect, LLC at 413.429.4109

SIGNED THIS _____.

Property Owner

Fiber Connect, LLC
By: _____
Its: _____

Subscriber