

Section 1: Advanced Internet Terms and Conditions Supplement

1.1 Definitions.

- 1.1.1 **Advanced Internet is a value added service that can be added to any business account with High Speed Internet with any speed over 20 Mbps. Included in the bundle is Premium Technical Support, Wirecare, and Rapid Repair.** If the Customer cancels their High Speed Internet subscription, Advanced Internet is no longer allowed on the account. There is one Advanced Internet Bundle allowed per location. If there are multiple locations, multiple Advanced Internet subscriptions are permitted. When purchased in a contract, Customers will receive an early termination fee if canceled before the term has been fulfilled. If this service is purchased on a month to month basis, there will be a one-time fee to begin services of \$49.99.
- 1.1.2 Premium Technical Support is a third-party vendor that provides best-effort technical support on many Wi-Fi connecting devices. Up to 15 devices will be supported and Customers can add-on additional devices for additional costs. Customers must enroll in a 12 month verbal agreement when they contact the third-party vendor. If the Customer cancels this service prior to 12 months, the cost of the service will be billed out for the remaining months of the initial 12 month term. Phone systems, ATMs, Point of Sale machines are not supported at this time.
- 1.1.3 Wirecare covers inside wiring and jacks that provides phone, internet and Ethernet, and TV service beyond the demarcation point or gateway. It will cover repairs to phone, internet, and TV jacks and wiring that worked prior to the establishment of Wirecare service. It will also cover repairs necessary to outside jacks and wires beyond the demarcation point - (does not cover reburying wire). All inside wire configurations previously installed by altafiber i.e. JK wire (These are considered non-standard wire but we will continue to maintain them for existing Wirecare Customers). Wirecare does not cover phone systems and associated wiring. Wirecare will not cover the cost of new wiring work and new phone/data jacks. Wirecare coverage begins the day of installation. Customers with Wirecare will not be charged any truck roll fees.
- 1.1.4 Rapid Repair is eligible for repair appointments only if a Customer is completely out of Voice, High Speed Internet, or Video services. Rapid Repair states a technician has either repaired the services or the technician is working to repair those services within 5 hours of the Customer reporting the outage. Network outages and scheduled/routine maintenance windows will not be considered as eligible for these types of appointments. This is only offered to certain locations. Rapid Repair is only available within the Advanced Internet bundle.
- 1.1.5 Network Defense is a cloud security service that prevents threats such as malware and phishing before it ever reaches your network. In order for the service to function as intended, the user must be connected to their altafiber network (wireless/wired). During the provisioning process, altafiber will briefly interrupt all services at approximately 2 AM on the day after the order is placed to complete the provisioning of Network Defense. If you have a Google Gateway you will need to take additional steps for the service to function as intended, click [here](#) to view those steps.
- 1.1.6 **DISCLAIMER OF WARRANTIES FOR SERVICE AND LIMITATION OF LIABILITY.**
altafiber warrants that it will provide Network Defense (network security) in a manner consistent with general industry standards reasonably applicable to the provision thereof. altafiber makes no representation or warranty that the Network Defense Service will protect your files, data, network, endpoints, etc. from malware, viruses or third-party malicious attacks or changes/updates to the users DNS setting other than as provided by altafiber.

YOU EXPRESSLY AGREE BY YOUR USE OF THE NETWORK DEFENSE SERVICE THAT IT IS PROVIDED TO YOU "AS IS" AND EXCEPT AS OTHERWISE STATED HEREIN, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALTAFIBER DOES NOT WARRANT THAT ITS NETWORK OR ANY GATEWAY YOU USE IN CONNECTION WITH THE NETWORK DEFENSE SERVICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE.

IN NO EVENT SHALL ALTAFIBER OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR LOSS OF DATA, BUSINESS INTERRUPTION, LOST PROFITS, REVENUE OR INCOME, OR PROPERTY LOSS, ARISING OUT OF OR CONNECTED WITH THE NETWORK DEFENSE SERVICE. IN NO EVENT SHALL ALTAFIBER OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING FROM ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE NETWORK DEFENSE.

For purposes of this section, "altafiber" is deemed to include: altafiber; their parent company; the respective subsidiaries and affiliates of each; and the directors, officers, employees, agents, representatives, subcontractors, and suppliers of each of them. By using the Service you are agreeing to these terms. This Limitation of Liability and these disclaimers of warranties allocate the risks of the Agreement between us and you. altafiber relies on this allocation, which is reflected in the pricing of the Services, and is an essential element of the basis of the bargain between us.

1.2 Construction Costs.

- 1.2.1 altafiber is offering Advanced Internet Services at the stated pricing subject to availability, and to the condition that altafiber's costs to deliver the Services to Customer be reasonable. If altafiber in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then altafiber and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) altafiber will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) altafiber and Customer will have five (5) business days to renegotiate to mutual agreement.

1.3 Repair – Response Time.

- 1.3.1 If altafiber does not meet the 5 hour service level agreement from the time the Customer reports the service outage, the customer is eligible for up to one month of Advanced Internet monthly service fee.

1.4 Maintenance.

- 1.4.1 When a Customer reports trouble to altafiber and the problem is not found in the altafiber's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.
- 1.4.2 If altafiber personnel initially fail to find trouble in altafiber facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.
- 1.4.3 altafiber can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.
- 1.4.4 altafiber can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.