

## Section 1: altafiber TV/Fioptics+ TV Service Terms and Conditions Supplement

The terms and conditions contained in this Supplement together with the applicable General Terms and Conditions, the Services Agreement and any other applicable supplemental terms and conditions (cumulatively the "Agreement") constitute the entire agreement between the parties.

### 1.1 Term.

- 1.1.1 Notwithstanding any other provision of the Agreement to the contrary, after expiration of the Initial Term as stated on the Services Agreement, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Agreement by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current Term. Hereinafter "Term" shall mean collectively Initial and/or Renewal Term. Notwithstanding the foregoing, altafiber reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days' prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event a Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

### 1.2 Definitions.

- 1.2.1 altafiber TV/Fioptics+ TV Service (either a "TV Service")- the multichannel video programming services commonly referred to as cable television service.
- 1.2.2 altafiber TV/Fioptics+ is available for Public and Non-Public establishments
  - 1.2.2.1 **Public** - A location where the TV(s) is viewable by customers in an establishment such as a bar and restaurant OR a location where the TV(s) is viewable by customers in a business such as waiting rooms/reception areas. **Non-Public** – a location NOT viewable by customers such as a breakroom or office. Even if exhibition or performance of the Service is permissible in either a Public or Non-Public location under these Terms and conditions, the Customer may need to obtain licenses from representatives of copyright owners for such exhibition or performance.

### 1.3 Services and Rates.

- 1.3.1 altafiber reserves the right to migrate customer's TV Service, including set-top-box equipment, as applicable, onto an alternative platform with no change to the customer's TV package and/or channel lineup with sixty (60) days' notice.
  - 1.3.1.1 If a Customer does not meet requirements for migration and/or equipment update, altafiber reserves the right to discontinue any TV Service without cost or penalty at any time with sixty (60) days' notice.
- 1.3.2 TV Service will be provided as specified in the attached Services Agreement. There is a minimum of at least thirty (30) days charged for each TV Service provided
- 1.3.3 altafiber may pass to the Customer and Customer agrees to pay for any increase in franchise fees, programming cost increases, taxes, or other regulatory fees associated with the delivery of the TV Service.
- 1.3.4 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to TV Service prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

- 1.3.5 Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on altafiber's net income) imposed upon or relating to the provision or use of the TV Services, products or services provided hereunder.
- 1.3.6 If Customer contracts for residential or Non-Public TV Service and the TV Service is either viewed in a Public location or in a Non-Public but commercial location, altafiber reserves the right to change Customer's programming to a Public service rate, in addition to all other rights and remedies available to altafiber.
- 1.3.7 Due to technological limitations, multiple TVs with Fioptics+ service will not be in sync when viewing the same channel. More than two TVs in the same viewing area is not recommended if the intent is to watch the same channel at the same time. Ultimately, an altafiber technician will determine if Fioptics+ video service is able to be installed based on the above criteria. The service contract may be voided if installation is not possible for Fioptics+.
- 1.3.8 Fioptics+ TV service does not support customer owned streaming devices such as Apple TV and Amazon Fire sticks on business accounts.

## **1.4 Provision of Service.**

- 1.4.1 altafiber shall make commercially reasonable efforts to provide TV Service to every Customer who applies for such service in the shortest period practicable, and where TV service is readily available and the location is eligible to support a TV Service solution by altafiber.

## **1.5 Ownership of Equipment and Materials.**

- 1.5.1 All equipment and materials, unless purchased from altafiber, or unless such property is incorporated in, becomes an integral part of, or is permanently attached to the Customer's premises shall remain the property of altafiber.

## **1.6 Responsibility for altafiber's Property.**

- 1.6.1 The Customer agrees not to tamper with any of altafiber's wiring or equipment, to extend lines, or alter in any manner any altafiber property. The Customer also shall receive altafiber's TV Service with the understanding that Customer will adequately safeguard all altafiber properties upon the Customer's premises from alteration and abuse by others, and that the Customer will not hire or permit anyone other than authorized altafiber personnel to perform any work on altafiber's property, equipment, and facilities.

## **1.7 Equipment Return.**

- 1.7.1 When service is terminated, Customer shall return any equipment to an altafiber office or retail location. If the returned equipment is received by altafiber and is found to be in satisfactory working condition, and the Customer has paid all service charges and any other applicable fees or charges, the Customer shall be entitled to the original amount of the deposit for the equipment, without interest or earnings. If the returned equipment is received by altafiber and is not found to be in satisfactory working condition, or if said equipment has been opened, tampered with, defaced, or damaged (normal wear and tear excepted) said equipment deposit shall not be returned to the Customer, but shall be retained by altafiber and applied toward the cost of its repair or replacement. The Customer understands, notwithstanding any other provision contained in these rules and regulations to the contrary, that any equipment provided is and shall remain the property of altafiber, and must be returned to altafiber at any time service is terminated or discontinued. Failure to return equipment within fifteen (15) days after service is terminated or discontinued will result in a charge being assessed to Customer's account. In the unlikely event you are billed equipment non-return fees prior to (15) days, altafiber will issue a credit for such fees once equipment has been returned.

## **1.8 Wiring Requirements.**

- 1.8.1 No wiring will be installed by altafiber within any wall or attic space unless specifically requested by Customer and agreed to by both Parties. The Customer, at their option, may choose to install the wiring within walls and/or attic spaces at Customer's own expense; but, in such instance, the Customer shall install such wiring to specifications and satisfaction of altafiber and the National Electrical Code. If the Customer does not own the premises at which TV service is to be installed, the Customer represents it has obtained necessary permission from the premise owner to install altafiber's equipment (including, without limitation, equipment attached to the outside of the premises). The Customer further agrees to indemnify altafiber from all claims of the owner in connection with the installation and provision of TV Services.

## **1.9 Right of Access.**

- 1.9.1 The Customer, upon acceptance of application for TV Service by altafiber, grants permission for altafiber, its agents and employees, to enter upon the property of the Customer for the purpose of installation, inspection, maintenance, testing, and repair of the TV Service to the Customer's premises and, upon TV Service being cancelled for any reason, the Customer grants permission for altafiber, during reasonable hours, to enter upon the premises and remove all equipment and material belonging to altafiber and to discontinue TV Service thereto.

## **1.10 Fees, Costs and Suspension resulting from Receipt of Unauthorized Service.**

- 1.10.1 If unauthorized service is discovered by altafiber, the cost will be billed to the Customer for an estimate of TV Services delivered, including the cost of inspection, investigation, reconnection, and cost of repair to altafiber's facilities, all of which must be paid in full before TV Service can be reestablished or restored.

## **1.11 Interruption or Discontinuance of Service Due to Use of Non-altafiber Facilities.**

- 1.11.1 In order to provide service, altafiber shall occasionally make use of poles owned in whole or in part by other utilities, both power and telephone, the continued use of which is in no way guaranteed. In the event the continued use of such poles is denied for any reason, altafiber will make reasonable efforts to provide TV service over alternative routes and facilities. The Customer agrees that it will make no claims or undertake any action against any utility, including altafiber, if the TV Service provided to the Customer is interrupted or discontinued for this reason or any other reason outside of the reasonable control of altafiber.

## **1.12 Programming Content or Changes Disclaimer.**

- 1.12.1 The Customer shall not hold altafiber responsible or liable for programming content, nor for any changes, additions, or deletions in its programming or time schedule associated therewith or any service outages.

## **1.13 Display or copying of Programming.**

- 1.13.1 The Customer shall not record or make a copy of any of the programming provided by as part of the TV Service, nor shall the Customer allow any other person to do so, except for personal use or the copy as permitted pursuant to the fair use doctrine or copyright license procured from all copyright owners of such content or their authorized representatives. Customer shall ensure that any display or performance of the content of any TV Service (including music services) shall comply with all times with applicable copyright law and shall obtain any and all licenses necessary, if any, for such display...

## **1.14 Exhibition of Service.**

- 1.14.1 Customer shall not authorize or permit the exhibition of the Service in locations where an admission fee, cover charge, minimum or like sum is charged. Even if exhibition or performance of the Service is permissible under these Terms and conditions, the Customer may need to obtain licenses from representatives of copyright owners for such exhibition or performance.

## **1.15 Termination Charges.**

- 1.15.1 If any TV Service under this Agreement is terminated by Customer for convenience or for reasons other than altafiber's breach of this Agreement prior to the expiration of the then-current Term, unless otherwise provided in this Agreement, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.