NEFCOM
COMMUNICATIONS
(904) 259-2261 · nefcom.net

BUSINESS

Business Internet Only Service Agreement

24-month High-Speed Internet Service

CUSTOMER INFORMATION

CUSTOMER NAME _____ PHONE _____

WORK PHONE _____ EMAIL ADDRESS _____

SERVICE ADDRESS _____ CITY _____ STATE _____ ZIP _____

BILLING ADDRESS (IF DIFFERENT) _____

CHOOSE YOUR SPEED

24-month contract · check one

☐ Up to 15 Mbps download	**$89.95**/mo	☐ Up to 25 Mbps download	**$99.95**/mo
☐ Up to 40 Mbps download	**$104.95**/mo	☐ Up to 50 Mbps download	**$109.95**/mo
☐ Up to 75 Mbps download	**$114.95**/mo	☐ Up to 100 Mbps download	**$119.95**/mo

Business NEFCOM Communications Broadband Only Access[1]

EQUIPMENT

☐ **Wireless Modem/Router[2] — $7.99/mo lease** REQUIRED

OPTIONAL SERVICES

☐ **Whole Home WiFi — $10.00/mo** (includes two mesh units)

☐ Additional mesh units if needed — **$5/unit** Qty ____

INSTALLATION

check one

☐ **Free contractual installation.** If Customer agrees to maintain NEFCOM Communications High-Speed Internet Service for a minimum contract period of 24 months, installation will be provided free of charge. Should Customer discontinue NEFCOM Communications High-Speed Internet Service within the contract period, NEFCOM Communications will bill Customer a **$185.00 Early Termination Fee**, plus any remaining charges, on Customer's next statement. Customer will be charged $25.00 to move the service to a different address.

☐ **Non-contractual installation — $185.00.** The non-contractual charge for installation of NEFCOM Communications High-Speed Internet Service is $185.00. The rate includes wiring and programming to the Telephone Demarcation Point (modem or jack). Connection to other devices and/or any other work performed will be billed on a per hour basis, with a one-hour minimum charge.

CUSTOMER RESPONSIBILITIES

initial each

_____ **Surge protection and grounding.** Customer agrees to properly surge-protect the computer equipment and any additional devices attached to said equipment. NEFCOM Communications is not responsible for any conditions, outages, or problems that result due to power surges and/or lack of surge protection.

_____ **Virus protection.** The customer is responsible for virus protection on their computer(s).

_____ **Firewall protection.** NEFCOM Communications is not responsible for any external intrusion to Customer's network equipment. Customer is responsible for providing firewall protection in an effort to help prevent intrusions. Since this service is an "Always On" connection, it is NEFCOM Communications' recommendation that Customer have appropriate firewall protection on Customer's equipment.

_____ **Wireless router security.** NEFCOM or customer owned: if a wireless router is used on the customer's High-Speed Internet connection, it is the customer's responsibility to secure the wireless network.

I have read and understand the provisions of this agreement and certify that the above information is current and accurate.

CUSTOMER'S SIGNATURE _____ DATE _____

NEFCOM COMMUNICATIONS' WITNESS _____ DATE _____

Note 1: Actual speeds may vary. See the Service Level Agreement on page 2 for factors that may cause speeds to vary. **Note 2:** The modem and Wi-Fi-extender equipment are the property of NEFCOM Communications.

Terms and conditions applicable to High-Speed Internet Agreement

AGREEMENT

By signing this document, Customer agrees to subscribe to NEFCOM Communications High-Speed Internet Service identified hereon, in accordance with the terms and conditions set forth below, subject to acceptance by NEFCOM Communications. NEFCOM Communications will give Customer thirty (30) days' advance notice in writing of any changes in the terms and conditions of this agreement. Customer hereby agrees to accept such future changes as amendments to this agreement unless Customer does not notify NEFCOM Communications in writing, within thirty-five (35) days of the date of such advance notice, that Customer does not accept one or more of the changed terms and conditions. If Customer gives notice in writing that Customer does not accept certain changed terms or conditions, NEFCOM Communications, Inc. has the option to rescind the proposed change or cancel Customer's service.

CONTRACT PERIOD

The initial contract period shall commence on the first day that Customer receives service (date is shown under "Other Charges and Credits" in Internet section of Customer's first bill) and shall terminate exactly 24 months (as specified on the reverse side) thereafter. If Customer discontinues service before the contract expiration date, a termination fee will apply. Termination fee includes, but is not limited to, the $185.00 Early Termination Fee, plus any charges associated with the remaining monthly recurring charges identified in the contract, and or equipment charges as applicable. After expiration of Customer's initial contract period, Customer's NEFCOM Communications High-Speed Internet Service agreement will be renewed automatically on a month-by-month basis. Customer must notify NEFCOM Communications in writing thirty (30) days before the expiration date of the current contract period if Customer does not want the agreement to be renewed automatically for the next month.

BILLING OF SERVICE

Customer agrees to pay the amount stated on the front of this agreement by the due date shown on Customer's monthly bill. Monthly recurring charges are billed one month in advance. The installation fee, any applicable equipment charges, prorated monthly recurring charges from date of installation, and monthly recurring charges for the first full month of service will be included in the initial billing. If Customer's installation fee and/or recurring charges are paid in advance, that amount will be credited to Customer's first bill. Customer is responsible for all charges within the terms and conditions set forth in this agreement.

All bills are due and payable on or before the 20th of each month. If Customer's payment is received after that date, a delinquent notice will be mailed to Customer indicating a disconnection-of-service date. If Customer does not pay such amounts when due, Customer may be billed a late payment charge up to the maximum allowed by law.

DISCONNECTION OF SERVICE

Customer may discontinue service upon written notification to NEFCOM Communications, after which Customer will still be subject to payment of all applicable charges. No initial charges shall be refunded once NEFCOM Communications has accepted this contract. NEFCOM Communications has the right to discontinue Customer's service without notice if payment is more than 30 days in arrears, if Customer fails to honor the terms of this agreement, if Customer violates the rules or regulations of the Federal Communications Commission (FCC), or if Customer uses the designated service for unlawful or prohibited purposes. If Customer's service is disconnected for nonpayment of Customer's bill, a reactivation fee may apply if the service is resumed. Customer will be liable for any costs (including reasonable attorneys' fees) relating to collection of the amounts owed.

SERVICE LEVEL AGREEMENT

Based upon network availability, NEFCOM Communications High-Speed Internet Service is a "best efforts" service that can provide Downstream speeds ranging from 15 Mbps to 100 Mbps (fiber only 500 Mbps), based upon the package selected by Customer. The actual speeds experienced by customers may vary and depend on several factors, including, but not limited to, customer location, destination on the Internet, traffic on the Internet, interference with a high frequency spectrum on the customer's telephone line, and other devices that may be attached to the same cable pair. No minimum level of speed is guaranteed.

UNLAWFUL OR PROHIBITED SERVICE USE

Customer is personally responsible for all use of the service under Customer's ID, even if a second party is allowed to use the ID. Enrolling or using any ID on the service under a name other than that to which the ID is assigned is prohibited. Customer agrees that NEFCOM Communications High-Speed Internet Service and Customer's ID will not be used for illegal, fraudulent, abusive, or otherwise prohibited purposes. If NEFCOM Communications has reason to believe the service provided is being used for unlawful or prohibited purposes, NEFCOM Communications may discontinue or deny the service and/or report such use to law enforcement authorities. NEFCOM Communications provides High-Speed Internet Service on a retail basis to Customer. Customer agrees to utilize the service exclusively and to not provide access to third parties, either through "sharing" or "resale." Provision to a third party of Web Page Hosting and Caching is prohibited with Customer's NEFCOM Communications High-Speed Internet Service connection. Any offering of services prohibited within this agreement would be a breach of this agreement, and termination of the High-Speed Internet connection would occur upon determination of these services being offered.

DAMAGE TO RENTAL EQUIPMENT

Customer agrees to protect any and all equipment owned by NEFCOM Communications and placed at Customer's site for provision of this service. Customer agrees to not alter, tamper with, or remove the equipment from the address noted on this agreement, nor to allow others to do so. Customer shall promptly notify NEFCOM Communications of any damage to the equipment. Neither this agreement nor the equipment rented is transferable by Customer. If Customer sells, vacates, rents or sublets the property wherein the equipment is installed, Customer shall inform NEFCOM Communications at least five days prior to such change. Upon discontinuance of service by either party, this rental agreement shall terminate, and all equipment hereunder shall be immediately returned to NEFCOM Communications. Customer agrees to pay all costs to repair any damages, other than normal wear, and the cost of replacing any missing components. Customer agrees to pay reasonable attorneys' fees and costs incurred in enforcing the terms of this agreement. If the equipment is destroyed beyond repair due to neglect, abuse, fire, or acts of God, Customer agrees to pay full retail replacement cost for destroyed equipment.

HOLD HARMLESS AGREEMENT

NEFCOM Communications expressly disclaims and shall not be liable to the customer for any and all losses or liabilities resulting from, but not limited to: (1) loss of data, (2) loss of hardware or software, (3) access delays or access interruptions, (4) computer viruses, (5) data non-delivery and or data misdelivered, (6) negligent acts and or omissions of NEFCOM Communications and or its affiliated companies, (7) errors, omissions, or misstatements in any or all information, goods, or services obtained on or through NEFCOM Communications, and (8) acts of God. Customer agrees that NEFCOM Communications entire liability, and customers exclusive remedy, with respect to use for the service, service software, and any breach of this agreement is strictly limited to a prorated portion of the amount paid to the provider for monthly charges.

ACCEPTABLE USAGE POLICY

Terms and conditions governing NEFCOM Communications Internet Access Service (Service) can be found at www.nefcom.net. These terms and conditions will constitute a binding contract (Agreement) between you and NEFCOM Communications Internet (NEFCOM Communications).

Technical Support 24-Hour Help Desk: 1-866-272-4943 **Office:** (904) 259-2261