FIREFLY FIBER BROADBAND

General Terms of Service

1. TERMS AND CONDITIONS OF SERVICE AND BILLING PROCEDURES. Applicant (or "Customer") agrees to be bound by service terms and conditions of Central Virginia Services, Inc., d/b/a Firefly Fiber Broadband ("Provider").

2. MINIMUM SERVICE COMMITMENT AND PAYMENT TERMS. Service shall be provided on a month-to-month basis. Customer agrees to pay for all services provided by the service provider including but not limited to charges for installation, Equipment, Services, and all applicable local, state or federal fees, taxes and surcharges. The monthly billing for service begins once the service has been installed and connected to the Customer's device(s). Payment is due 15 days from invoice date. Returned payments will have a $25 returned payment fee. Accounts that are disconnected due to non-payment are subject to a $25 reconnection fee up time of service restoration.

3. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE. The Service shall only be provided to the Customer at the address where installation is performed. Customer may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without Provider's prior written approval.

4. ACCESS ON PREMISES. By entering into this agreement, Customer hereby grants to Provider an easement on and through Customer's property to construct, install, maintain, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, material and infrastructure including, but not limited to, poles, wires, fiber optic cables, anchors, guys, cross arms, underground fiber optic cables, conduits, and other appurtenances for internal, or commercial purposes, including the provision of service to the Customer as well as other customers of Provider. Furthermore, as the owner of the premises at which the Services are provided, Customer grants Provider a perpetual easement, without charge, on and through Customer's premises for the aforementioned purposes. Customer also hereby grants to Provider full right of ingress and egress to, from and over the property in question for doing anything necessary or useful for the enjoyment of the easement hereby granted. If Customer is not the owner of the premises, Customer warrants that he/she has authority to grant such an easement to Provider or that Customer has obtained the consent from the owner of the premises for Provider to construct, install, maintain, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, material and infrastructure including, but not limited to, poles, wires, fiber optic cables, anchors, guys, cross arms, underground fiber optic cables, conduits, and other appurtenances for the aforementioned purposes.

5. CUSTOMER WARRANTIES. Customer represents and warrants that he/she is at least 18 years of age and is legally authorized to enter into this Agreement. Customer warrants that he/she is legally empowered to authorize Provider to enter upon the premises for the purposes set forth in this Agreement, including but not limited to: (a) placing fiber optic transmission lines near or adjacent to the current locations of other utilities on the property, and if necessary, to install an above ground pedestal on the...
premises; (b) attaching wiring and equipment to a structure; and (c) installing, maintaining, repairing, or disconnecting Service.

6. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES. PROVIDER'S SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

7. CUSTOMER INDEMNIFICATION. CUSTOMER AGREES THAT HE/SHE SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS PROVIDER AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE PROVIDER FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY PROVIDER IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) CUSTOMER'S USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM CUSTOMER'S USE OF THE SERVICE; AND (iii) CUSTOMER'S BREACH OF ANY PROVISION OF THIS AGREEMENT.

8. SERVICE INTERRUPTIONS. Provider assumes no liability for interruption of Service or alterations in programming due to circumstances beyond Provider's control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. Provider assumes no liability for any substitution, discontinuation or modification of any programming.

9. POWER REQUIREMENTS. The Customer understands that the fiber optic service requires electricity at the Customer's service location and if an electrical service outage occurs, all services delivered over the fiber which include Internet and could also include telephone service, will not function during the outage period. By signing this application for services, including but not limited to high speed data or phone (individually and collectively "Services") delivered by Provider, Customer acknowledges that he/she is at least 18 years of age and legally authorized to agree to these terms of service. Customer authorizes any person, consumer reporting agency or credit reporting agency to compile and furnish Provider any information it has on Customer or the entity on whose behalf Customer makes an application for service.

10. DAMAGE TO PROVIDER'S EQUIPMENT. Any damage to or destruction of equipment supplied to the Customer by Provider to deliver service to the premise will be the responsibility of the customer to replace in full. Provider will invoice the customer for all charges to replace the damaged hardware and there will also be a service charge for the technician's time to install the replacement hardware and perform service testing.

11. CONGESTION MANAGEMENT. Provider assigns a higher class of service to voice traffic over its transit and fiber backbone links. The purpose being that voice services have a need for low latency and no packet congestion in order to function properly. Voice traffic is prioritized over regular Internet data traffic only at times when the transit or fiber backbone links should become congested. Provider performs routing monitoring on all network links to help ensure that traffic saturation does not occur on a regular basis. Should any segment of the network appear to be burdened with high traffic loads, Provider will
take steps to add or increase bandwidth on the affected segment to ensure all services have sufficient bandwidth available for our customers. Provider does not prioritize or give priority to any type of Internet data traffic. All Internet traffic will be treated as best effort delivery and no end destination will be given priority over another.

12. DEVICE ATTACHMENT RULES. All of Provider's fiber customers will receive an optical network terminal (ONT) that will physically connect to the indoor fiber drop at their premise. The type of ONT deployed will vary based upon commercial or residential purposes. For residential purposes, Provider will offer an ONT that provides 2.4 and 5.0 Ghz wireless networks, WiFi network management and connected device management capabilities at no additional charge. For commercial purposes, an ONT configured in bridged mode will be provided where the customer can connect their commercial grade CPE device to the Ethernet ports on the ONT. Provider's customers may not connect their own ONT off the fiber drop inside their premise. Any attempt to do so will result in a complete loss of service until a Provider provided ONT is configured, deployed and tested at the Customer's premises.

13. SECURITY. Provider does not provide or ensure end user security to any customer owned device within the customer premise. Antivirus or firewall protection for a Customer owned PC, laptop or handheld device is the sole responsibility of the Customer. Provider does deploy security measures to secure its network hardware in the data center and the field against unauthorized access. This is accomplished through the use of its network monitoring software and firewall filtering policies within the edge and core of its network.

14. SERVICE DESCRIPTION. Subject to any applicable services as may be additionally described in an attachment to these Terms and Conditions of Service, Provider's service is a gigabit passive optical fiber-to-the-home (FTTH) network capable of gigabit speeds with latency of 5-50 milliseconds over its own network facilities. Provider's service is suitable for any real-time voice application. Provider offers package services, including Internet and voice (VoIP). As a FTTH network, Provider's non-broadband Internet access service (VoIP) will not affect the last-mile capacity available for, or the performance of, Provider's broadband Internet access service.

15. REDRESS OPTIONS. Complaints and questions from Customers, entrepreneurs, and other small businesses should be first directed to the Customer Service Manager at cgordon@fireflyva.com or by calling 434-373-7010. If not resolved or addressed within sixty (60) days from date of receipt of email, complaints and questions should be escalated to the General Manager, at janderson@fireflyva.com or by calling 833-473-3591 during regular business hours.

Service Installation Restrictions

Standard Installation includes the placement of a company owned ONT and separate internet router that also provides the customer’s in-home WiFi signal. The router connects to the ONT by Cat6 cable. It is located no more than 125 ft from the ONT, at a central location with power outlet that is mutually determined by the customer and the installation technician. Customers must make their own arrangement for any work deemed "Custom" by Provider, or, alternatively, pay Provider's standard hourly rate for custom work. Custom work may include, but is not limited to, extensive wall fishing, extensive drop
ceiling work, including crawlspace, attic work; removal or replacement of fixtures; relocation of drops; installation of customer owned equipment, integration with an existing LAN, or related work.

Company provided wireless router must be returned to Provider if service is cancelled, or a fee will be charged. The ONT should stay in place. No fee will be charged for that device. FCC regulatory fee varies during the year based on FCC mandated schedule. The names, images, and logos of features programs are the property of their respective owners. Other restrictions may apply.

Acceptable Use Policy (“AUP”)

As an internet services provider, Central Virginia Services Inc (CVSI, dba Firefly Fiber Broadband) provides IP connectivity services to residential and business customers that is conditional upon compliance with this Acceptable Use Policy (AUP). The policy is designed and enforced so that one customer’s use of the network does not adversely impact the use of any other internet or phone service user.

Applicability
The Acceptable Use Policy covers all services provided by CVSI, including residential internet access such as Firefly Light and Firefly Flash, phone service such as Firefly Phone, and GPON shared business services such as Fiber 100, Fiber 250, Fiber Gig, plus all dedicated internet services, and business phone services. By using any Service from Firefly Fiber Broadband, you agree to abide by and be bound by the terms and conditions of this AUP.

VIOLATION OF THIS ACCEPTABLE USE POLICY

As an internet services provider, Firefly reserves the right to take immediate action whenever it deems necessary, and without notice to interrupt, suspend or even terminate internet or IP phone services in response to any customer action or behavior which violates acceptable usage or adversely impacts network operations in general or the service experience of any other network user. Examples of such behaviors include, but are not limited to,

- Cause harm to or interfering with normal operations of Firefly networks or facilities;
- Interfering with any other person’s use of internet services, both on and outside of the Firefly network
- Present risk of harm to CVEC or CVSI customers, employees, officers, directors, agents, or other representatives.

Inappropriate use of network capabilities and services will be immediately referred to law enforcement authorities. CVSI and Firefly cooperate fully in lawful investigation of suspected criminal or civil wrong, as required by law, subpoena, or when the public safety is at stake. Firefly has no obligation to notify or otherwise inform you that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice.
PROHIBITED USES AND ACTIVITIES

**General Use Policy for All Service Users At Your Address**

You are responsible for your own compliance with this AUP, and for the actions of all others who use the Services under your account. Violations of the AUP by family, friends, guests or visitors to your address may result in loss of services to you and all other uses of Firefly services at your location. The Internet Service is provided for personal and family use within a single residential household. You agree that you will not use, nor allow others to use, the Internet Service to operate any type of business or commercial enterprise or to use the Internet Service as an Internet service provider. You may not establish a web page using a server located at your home. You agree that you will not use, nor allow others to use, your home computer as a Web Server, FTP Server, file server or game server or to run any other server applications. Customer will not resell or redistribute, or allow others to resell or redistribute, access to the Internet Service in any manner, including by wireless means.

**Abuse of E-mail; Spamming**

Mass e-mailing and sending excessively large attachments to one recipient are prohibited actions, whether intentional or inadvertent. Forging e-mail headers to conceal or alter the sender’s true identity is prohibited. Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of this AUP. Firefly reserves the right to seek damages and other available relief against you and/or any third parties as applicable. For purposes of this AUP, such violations are determined by Firefly in its sole discretion.

**No Resale/Sharing of Services**

Customers are prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by your Service agreement, and signed by a member of the CVSI Firefly management team.

For residential accounts, you agree that you will not make the Services available to anyone other than your family and household guests. Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, except as expressly provided in any contract for service. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP, HTTP, VoIP, and Telnet access. Although resale of such services is prohibited, a business rate plan allows for the hosting of these services for the business’s own purpose (ex: employee email, basic business website for marketing).
CUSTOMER CONDUCT

Facilitating a Violation of this AUP

You are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.

Illegal Activity

Any use of the Services to violate any local, state or federal law or regulation also violates this AUP. You agree that you will not use, and not encourage or allow others to use, the Internet Service to violate any applicable federal, state, local or international laws orders or regulations. You agree that you will not use, nor allow others to use, the Internet Service to plan or commit, or encourage or help others to plan or commit, a crime, fraud or act of terrorism, including but not limited to posting or transmitting information, data or material that is unlawful, abusive, libelous, slanderous, obscene, profane, unlawful, threatening, or defamatory, posting or transmitting child pornography or obscene material, engaging in a pyramid, Ponzi or other illegal soliciting schemes, sending chain e-mail that request money or other items of value, illegal gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or exporting software or technical information in violation of U.S. export control laws. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (e.g., phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through e-mail or online postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity that could be harmful to subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of CVEC, CVSI, and Firefly Fiber Broadband.

NETWORK MANAGEMENT

As permitted by law, Firefly may establish appropriate limitations on bandwidth utilization within a
PON group, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations. Firefly also performs routine network operations management and network monitoring including its online web services, cloud hosting and related services.

**Network Security**

It is your responsibility to ensure the security of your network and the equipment that connects to the Services. You are required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability. Failing to secure your system against abuse or fraudulent activity is a violation of this AUP. You are responsible for configuring and securing your network and the Services to prevent unauthorized access to your systems and/or the CVSI Firefly network. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and the Services. You will be responsible if unknown third parties utilize the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. You may not, through action or inaction (e.g. failure to secure your network), allow others to use your network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines.

**Responsibility for Content**

You are solely responsible for any content you offer or receive through the Service, and for adherence to and compliance with any applicable State or Federal laws or regulations regarding such content.

**Password Security**

Your password provides access to your individual Firefly account via My Broadband Account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the Services through your account. Attempting to obtain another user’s account password is prohibited.

**Copyright Infringement**

You agree that you will not use, nor allow others to use, the Internet Service to send or receive any information that infringes the intellectual property, including without limitation patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitized music, movies, books, photographs, art or other copyrighted materials or software, including Firefly Fiber Broadband -provided software.

Firefly Fiber Broadband complies with the Online Copyright Infringement Liability Limitation Act of 17 USC 512 (“Act”). As required by the Act, we reserve the right to terminate services to subscribers who repeatedly infringe copyrights. If we determine that any subscriber or account holder has infringed another’s copyright through the use of our system or network, we reserve the right to
terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. Firefly accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

VI. CONTACT INFORMATION

Contact for Reporting Abuse

To report a violation of this AUP, please contact Firefly via e-mail at support@fireflyva.com or by phone, at 833-473-3591, attention General Manager or by mail, Firefly Fiber Broadband, PO Box 359, Lovingston, VA 22949

By using Firefly internet or phone services, you agree to indemnify, defend and hold harmless Firefly Fiber Broadband and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any act prohibited by this Acceptable Use Policy or resulting from your violation of this Acceptable Use Policy. This paragraph will survive any termination or expiration of any applicable subscriber agreement.