



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, JUDGEMENTS 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 hand-held 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 dreece@fireflyva.com or by calling 833-473-3591 during regular business hours. For any questions regarding a dispute or credit contact us at 1.833.473.3591 or PO Box 359, Lovingston, VA 22949.

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.