

SERVICE CATALOG

Including:

Acceptable Use Policy
Battery Backup Notice
Copyright Infringement Policy
E911 VoIP Disclosure
Network Management Policy
Data Privacy Policy

Updated June 7, 2024

IDENTIFICATION OF SERVICES INCLUDED

These terms and conditions govern all services provided by connectSCP, LLC (hereinafter, "connectSCP") and South Central Power (hereinafter, "SCP"). Additional and/or Commercial services provided on a case-by-case basis shall be governed by the General Terms and Conditions herein in addition to *any and all* service-specific agreements and/or Order forms.

TABLE OF CONTENTS

PART 1 General Terms and Conditions

PART 2 VoIP Telephone Service

PART 3 Service Price List

APPENDICES

APPENDIX A: Acceptable Use Policy

APPENDIX B: Battery Backup Notice

APPENDIX C: Copyright Infringement Policy

APPENDIX D: E911 VoIP Disclosure

APPENDIX E: Network Management Policy

APPENDIX F: Data Privacy Policy

TABLE OF CONTENTS

Part 1 – General Terms and Conditions

Overview, Priority and Changes to Service Catalog	6
1.1 Application and Acceptance of Terms	7
1.2 Obligation and Liability of connectSCP	7
1. Availability of Facilities	
2. Allowance for Failure of Service	
3. Transmitting Messages – Security	
4. Use of Connecting Company Facilities	
5. Defacement of Property	
6. Limitation of Liability	
1.3. Establishment and Maintenance of Credit	9
1. Establishment of Credit	
2. Amount of Deposits	
3. Deposits and Collection Practices	
4. Deposit Refunds	
5. Criteria for Procurement of Deposits	
1.4. Establishment and Furnishing of Service	10
1. Application for Service	
2. Access Rights	
3. Grant of Easement	
4. Access to Subscriber’s Premises	
5. Safe Working Environment	
6. Installation Process	
7. Underground Facilities Location	
8. Alterations	
9. Maintenance and Repairs	
10. Unusual Installation Costs	
11. Construction Charges	
12. Installation and Service Charges	
13. Minimum Contract Period	
14. Service Interruptions	
15. Internet Access Speeds	
1.5. Network Connections and Use of Service and Facilities	13
1. Demarcation Point	
2. Use of Subscriber Service	
3. Connection of Subscriber Premise Equipment and Wiring	
1.6. Payment for Service and Facilities	14
1. Payment for Service	
2. Application of Residence and Business Rates	
3. Taxes or Fees Billed to Subscribers	
4. Service Check – Subscriber Premise Equipment and Wiring and Repairs	
5. Late Payment Charges	
6. Returned Check Charge	
7. Service Charge for Reconnection	

8.	Adjustment of Charges	
9.	Online Billing Through Smarthub	
1.7	Termination or Suspension of Service	15
	1. Termination or Suspension	
	2. Notice of Disconnection	
1.8	Subscriber Complaints and Disputes	16
1.9	Waiver	17
1.10	Acceptable Use Policy	17
1.11	Copyright Protection Notice	17
1.12	Network Management and Performance	17
1.13	Subscriber-Initiated Speed Test Information	17
1.14	Price List/Rate Card	17
1.15	Network Testing Obligations of connectSCP	17
1.16	Affordable Connectivity Program (ACP)	18

Part 2 – VoIP Telephone Service

2.1	VoIP Telephone Service	19
	1. General Information	
	2. Services	
2.2	Optional Calling Services	19
2.3	Telephone Numbers, Directories, Directory Listings	19
	1. Telephone Numbers	
2.4	Information Services and Calling Restrictions	19
	1. Local Operator Services	
	2. Local Directory Assistance	
	3. Toll Blocking Service	
	4. Information Service Access Blocking	
	5. Billed Number Screening Service	
2.5	Miscellaneous Services	20
	1. Off Premise Extensions	
	2. Emergency Number Service (911, E911 and NG911)	
	3. Voice 911/E911 Service Limitations and Limitations of Liability	
	4. Customer Proprietary Network information (CPNI)	
	5. Other Service Offerings	

Part 3 – Service Price List

3.1 Services Price List 24

Appendices

A Acceptable Use Policy (AUP) 27
B Battery Backup Policy..... 29
C Copyright Protection Notice 31
D E911 VOIP Disclosure 33
E Network Management Policy 35
F Data Privacy Policy..... 37

OVERVIEW OF SERVICE CATALOG

These Terms and Conditions and (where applicable) the following additional documents (collectively, “Service Catalog”) shall apply to all products and Services connectSCP and SCP provides to Subscribers (also sometimes referred to herein as “Members”):

Pricing Schedules. A “Pricing Schedule” means a service price sheet or similar pricing schedule (including related attachments) or other document that is included in Part 3 of these Terms and Conditions or that is later executed by the parties and references these Terms and Conditions. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable), the pricing term (if applicable) and may contain or incorporate by reference other service specific terms and conditions.

Policies. A “Policy” means a Company policy that applies in accordance with its terms to any Service or Service capability within its scope, as may be modified by connectSCP from time-to-time. connectSCP’s policies can be found in the attached Appendices and include the following:

- connectSCP’s **Acceptable Use Policy**, included herein in Appendix A and referenced in Part 3 of these Terms and Conditions.
- connectSCP’s **Battery Backup Policy**, included herein in Appendix B and referenced in Part 3 of these Terms and Conditions.
- connectSCP’s **Copyright Protection Policy** regarding copyright infringement and infringement notices, included herein in Appendix C and referenced in Part 3 of these Terms and Conditions.
- connectSCP’s **E911 VOIP Disclosure** relating to IP-enabled 911 Services, included herein in Appendix D and referenced in Part 3 of these Terms and Conditions.
- connectSCP’s **Network Management Policy**, included herein in Appendix E and referenced in Part 3 of these Terms and Conditions.
- connectSCP’s **Data Privacy Policy**, included herein in Appendix F and referenced in Part 3 of these Terms and Conditions.

Service Contracts. “Service Contracts” means service orders, service contracts, service level agreements, service-specific terms and conditions and similar documents signed by or provided to the Subscriber containing specific descriptions, pricing and other terms and conditions for products, services or service components that are not covered by these Terms and Conditions or that are in addition to or different from these Terms and Conditions.

PRIORITY OF SERVICE PUBLICATIONS

The order of priority of connectSCP’s Service Catalog is:

- a. For prices: The applicable Pricing Schedule found at (a) connectSCP’s website; (b) the Price List in Part 3 of this service catalog, as amended; or (c) any service agreement signed by the Subscriber.
- b. For Terms and Conditions: any applicable service contract, connectSCP’s Bylaws, Policies, and these Terms and Conditions; provided that for any regulated services a rule may be first in priority in any jurisdiction where the

applicable law or regulation does not permit contract terms to take precedence over inconsistent terms and conditions.

If a conflict exists among provisions of connectSCP's Service Catalog, such conflicts will be resolved in accordance with the preceding order of priority; provided that specific terms will control over general provisions and negotiated or added terms, conditions or pricing will control over standardized, published or non-negotiated terms, conditions, and pricing.

CHANGES TO SERVICE CATALOG

Unless otherwise provided, connectSCP may revise this Service Catalog at any time and will post such updates on its website.

1.1 APPLICATION AND ACCEPTANCE OF TERMS AND CONDITIONS

1. Application. The General Terms and Conditions set forth in Part 1 of this Service Catalog apply to all products and services connectSCP and SCP provides Subscribers pursuant to this Service Catalog and shall continue in effect so long as services are provided under this Service Catalog. To the extent applicable to any service, services are also subject to the service-specific terms and conditions set forth in other parts of this Service Catalog.

In the event of any conflict between these General Terms and Conditions and the service-specific terms and conditions set forth in other Parts of this Service Catalog, the service-specific terms and conditions shall control.

2. Acceptance of Terms and Conditions. Acceptance of the Terms and Conditions shall occur automatically upon Member's payment of their first monthly bill for services rendered by connectSCP.

1.2 OBLIGATION AND LIABILITY OF CONNECTSCP

1. Availability of Facilities. connectSCP and/or SCP's obligation to furnish services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in 1.4 (11) Construction Charges.
2. Allowance for Failure of Service. connectSCP and/or SCP does not guarantee uninterrupted service or use of equipment. In case service is interrupted other than by the negligence or willful act of the Subscriber, an adjustment may be made in the form of a bill credit for the charges for that portion of the service rendered inoperable if connectSCP and/or SCP desires. No other liability shall in any case attach to connectSCP or SCP.
3. Transmitting Messages – Security. connectSCP does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to these Terms and Conditions. Access to and use of any information or data obtained by Subscriber or any user via use of service is at the Subscriber or user's own risk. connectSCP is not responsible for the accuracy, reliability, or security of such information. connectSCP makes no attempt to verify accurate receipt of any messages and connectSCP is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. connectSCP makes no representation warranties, or assurances regarding the security of any system or network, or the protection or privacy of email or other information transferred or communicated through the Internet or any other system or

network. connectSCP shall not be liable for any breach of security arising from or in connection with a Subscriber's or user's use of service or connectSCP's network.

4. Defacement of Property. connectSCP and/or SCP or any authorized contractors shall exercise care in all work done on a Subscriber's property. No liability shall attach to connectSCP and/or SCP by reason or act of an authorized contractor, or of any defacement or damage to the Subscriber's property resulting from the existence of connectSCP and/or SCP's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of connectSCP and/or SCP, or its employees. Notwithstanding the foregoing, Subscriber acknowledges and agrees connectSCP and/or SCP is not liable for any and all acts of its authorized contractors.
5. Limitation of Liability . connectSCP and/or SCP shall not be liable for any damages arising out of or relating to:
 1. service defects, service levels, delays or any service error or interruption, including interruptions or completing any 911 or other emergency response calls or any other calls or transmissions (except for credits explicitly set forth in this Service Catalog);
 2. interoperability, access, or interconnection of the services with applications, data, equipment, services, content or networks provided by Subscriber or third parties;
 3. lost or altered messages or transmissions;
 4. unauthorized access to or theft, alteration, loss, or destruction of Subscriber's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems;
 5. equipment, network or facility maintenance, upgrades, modifications or relocations;
 6. any loss, damage, failure, or impairment of service in connection with Subscriber premise equipment and wiring.
 7. force majeure events such as, but not limited to, acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism, epidemic, pandemic, work stoppage, supply chain issues, civil commotion, blockade, revolution, insurrection, mobilization, strike, labor trouble, any labor, material, or transportation shortage or curtailment, government regulation, and government actions;
 8. service, equipment, network, or facility failure caused by the loss of power; or
 9. service, equipment, network, or facility failure caused by the negligent or more culpable acts or omissions by Subscriber or its affiliates, users, or third parties;
 10. acts of connectSCP's and/or SCP's authorized contractors.

The Subscriber indemnifies and holds connectSCP and/or SCP harmless against claims for libel, slander, or infringement of patents arising from combining such Subscriber premise equipment and wiring with the facilities of connectSCP and/or SCP.

TO THE EXTENT PERMITTED BY LAW, CONNECTSCP'S TOTAL LIABILITY FOR ANY CLAIM CONCERNING SERVICES OR EQUIPMENT PROVIDED UNDER THIS SERVICE CATALOG, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT PAID FOR THE SERVICES WE PROVIDED, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, CONNECTSCP SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.3 ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit. connectSCP is not obligated to provide service to any individual or firm that owes for services previously rendered by connectSCP or South Central Power (SCP) at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to connectSCP. Applicants for service may be required to pay in advance of installation, the service connection, installation and/or construction charges and any recurring charges to be assessed on the first monthly bill statement. In order to ensure the payment of all charges due for its service, connectSCP may require any Subscriber to establish and maintain credit in one or more of the following ways:
 - a. by authorizing a commercial credit check by connectSCP
 - b. by furnishing credit references acceptable to connectSCP.
 - c. by means of a cash deposit.
 - d. by advanced payment of service connection, installation, construction, and first monthly recurring service charges.

2. Amount of Deposits
 - a. connectSCP may require a deposit in order to establish service.
 - b. Unless otherwise provided by law, the amount of deposit required shall not be more than the maximum charge for three (3) months service or as required by connectSCP in cases involving service for short periods or special occasions. connectSCP may require the Subscriber to increase the amount of the deposit at any time, if the charges billed against the Subscriber are found to warrant such an increase.
 - c. connectSCP will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with law.
 - d. A receipt of deposit will be furnished to each Subscriber from whom a deposit is received. Upon Subscriber request, duplicate receipts will be provided to Subscribers who have lost their receipt if the deposit is substantiated by connectSCP records.

3. Deposits and Collection Practices. The fact that a deposit has been made in no way relieves the applicant or Subscriber from complying with connectSCP's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of connectSCP providing for the discontinuance of service for non-payment of sums due connectSCP for services rendered. connectSCP may discontinue services to any Subscriber failing to pay current bills regardless of the fact that such Subscriber has made a deposit with connectSCP to secure payment of such bills, or has furnished connectSCP with a guarantee in writing for such bills.

4. Deposit Refunds
 - a. The deposit shall be refunded or credited to the Subscriber after not more than six (6) consecutive months of prompt payment, unless connectSCP has documented information which indicates the deposit is necessary to insure payment.
 - b. Interest on deposits will accrue at a level determined by connectSCP.

5. Criteria for Procurement of Deposits. connectSCP will use the following criteria to determine whether to request a deposit:
 - a. SCP electric service status rating
 - b. False credit information;

- c. Unsatisfactory credit history based on credit check; or
- d. Requests for special construction or equipment.

1.4 ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service. Applications for service may be made electronically, over the phone, or in writing. These applications become contracts upon the establishment of the Services. In addition to any required deposit, non-recurring service and construction charges may also be required in advance, and then applicable recurring charges will appear on the first monthly bill statement. The terms and conditions specified for such contracts are subject to these Terms and Conditions as applicable to the service to be furnished. Any change to these Terms and Conditions shall act as a modification of the contract to that extent, without further notice.
2. Access Rights. Subscriber will in a timely manner allow connectSCP and/or SCP access, as reasonably required for services, to property and equipment that Subscriber controls and will obtain at Subscriber's expense timely access for connectSCP and/or SCP as reasonably required for the services to property controlled by third parties such as Subscriber's landlord. connectSCP and/or SCP will coordinate with and, except in an emergency, obtain Subscriber's consent to enter upon Subscriber's property and premises, which consent shall not be unreasonably withheld. Access rights include right to construct, install, repair, maintain, replace and remove equipment and/or facilities (including access lines and network facilities) and the right to use ancillary equipment space outside or within a building for Subscriber's connection to SCP network. Except as otherwise agreed SCP, the Subscriber must furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as SCP reasonably requires for the services and SCP will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Subscriber must provide connectSCP and SCP timely information and access to Subscriber's facilities and equipment as connectSCP and SCP reasonably requires for the services, according to a mutually agreed schedule.
3. Grant of Easement. As a condition of receiving service, and without financial compensation, Subscriber grants to SCP a perpetual commercial communications easement on and through the service location to provide data and voice services on transport fiber, distribution fiber, and service extension fiber, if applicable, for Service to both the Subscriber and to other subscribers, and to perform necessary maintenance, service upgrades, and periodic right-of-way maintenance. If the electric utility facilities cross the Service Location, these easements will generally, but are not required to, follow those facilities.
4. Access to Subscriber's Premises. Subscriber shall allow connectSCP and/or SCP and its agents the right to enter Subscriber's real property and premises at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service and Equipment.
5. Safe Working Environment. Subscriber will ensure that the location at which connectSCP and/or SCP installs, maintains, or provides services is a safe working environment, free of Hazardous Materials or unsafe conditions, free of interference from persons or pets, and reasonably suitable for the services. For purposes of the preceding, "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil, or to health and safety. Subscriber will ensure that all pets, poultry, and livestock at the location are properly restrained prior to Company entry. Subscriber will also ensure that the working environment is free from obstructions, hazards, and interference. connectSCP and/or SCP shall have no obligation to perform

work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

6. Installation Process. SCP will use best practices when installing a fiber service drop to the Subscriber's premises. It shall be the Subscriber's responsibility to notify SCP if a desired route is requested. No one is required to be present for the service drop installation, so prior notification of this step will not be provided unless an issue is encountered. It is also the responsibility of the Subscriber to notify SCP if underground equipment (i.e. sprinklers, underground pet fences, etc.) are installed on the Subscriber's premises. A connectSCP representative will contact the Subscriber to schedule the in-home installation, and an adult over 18 years of age will be required to be present. It is the sole responsibility of the Subscribers who are renting or leasing to obtain the Landlord or Property Manager's permission for installation prior to requesting service. Proper installation may require drilling through interior and/or exterior walls in order to run wire and installing outside and interior equipment. Standard Installation includes the placement of a company owned ONT and separate internet router that also provides the subscriber's in-home Wi-Fi 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. The Everyday package only provides wifi. A wifi extender will be provided if requested per the fee schedule. The Professional whole home wifi package will provide up to (2) extenders at no additional cost and any additional extenders will be charged per fee schedule. Subscribers must make their own arrangement for any work deemed "Custom" by Provider, or, alternatively, pay Provider's standard hourly rate for custom work if connectSCP agrees to do the work requested. Custom work may include, but is not limited to, extensive wall fishing, extensive drop ceiling work, including crawlspace; removal or replacement of fixtures; relocation of drops, integration with an existing LAN, or related work. connectSCP provided equipment must be returned to Provider if service is cancelled, or a fee will be charged. The names, images, and logos of features programs are the property of their respective owners. Other restrictions may apply
7. Underground Facilities Location. Subscriber is responsible for marking and identifying all private underground facilities prior to installation. SCP is not liable for any damages to such private underground facilities not properly marked or identified by the Subscriber.
8. Alterations. The Subscriber agrees to notify SCP and/or connectSCP promptly whenever alterations or new construction on premises owned or leased by the Subscriber necessitate changes in SCP and/or connectSCP's facilities and equipment. The Subscriber agrees to pay SCP and/or connectSCP's charges for such changes as necessary.
9. Maintenance and Repairs. All expense of maintenance and repair of services or facilities provided by SCP and/or connectSCP will be borne by SCP and/or connectSCP. The Subscriber will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of SCP and/or connectSCP's facilities not due to normal use. Subscriber may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by SCP and/or connectSCP unless provided elsewhere in these Terms and Conditions.
10. Unusual Installation Costs. Where Subscribers services require Subscriber unusual construction or installation, the Subscriber may be required to pay additional costs as provided elsewhere in these Terms and Conditions.
11. Construction Charges.
 - a. SCP may assess construction charges for the installation of facilities beyond the existing Company facilities.

- b. SCP may assess construction charges to the appropriate party which may include, but is not limited to, the service applicant, individual owner, or land developer.
- c. Construction charges may include all costs associated with the installation of facilities, including but not limited to, engineering, labor, legal, material, right-of-way, and contractor costs.
- d. Full payment of construction charges is required prior to the commencement of the work.
- e. The party paying the construction charges does not obtain any rights of ownership or any other rights pertaining to facilities installed by SCP. All facilities installed by SCP and/or connectSCP shall be under its exclusive control.
- f. Types of Network Additions governed by construction charges may include:
 - 1) Line Extensions;
 - 2) Temporary or Speculative additions;
 - 3) Special Type or Request;
 - 4) Real Estate Developments and Subdivisions; or
 - 5) Multi-Dwelling Units or Apartment Complexes.

12. Installation and Service Charges.

- a. Service charges for Services apply to connect, move, or change each individual service and facilities according to the components of work required.
- b. Please refer to Part 3 for a listing of our Service Charges.
- c. Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions, including Construction Charges.
 - 1)

13. Minimum Contract Period

- a. Except as specified elsewhere in these Terms and Conditions, the minimum contract period is one (1) month from the date Service or additions to Service are established and the minimum charge is the authorized rate for one (1) month. A early termination fee may apply if service is terminated prior to the first three (3) months. For purposes of rate administration each month is considered to have thirty (30) days.
- b. connectSCP may require a contract period longer than one (1) month at the same location for unusual construction necessary to meet special demands and involving extra costs.

14. Service Interruptions

SCP and/or connectSCP assumes no liability for interruption of Service beyond its control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. Scheduled or unscheduled Service interruptions for maintenance, testing or other purposes may occur at any time, with or without notice. The Services do not have their own power source. You are responsible for obtaining a power source for each Service. A POWER OUTAGE AFFECTING YOUR PREMISES OR CONNECTSCP'S NETWORK MAY INTERRUPT AVAILABILITY OF SERVICES. THAT WILL ALSO RESULT IN AN INTERRUPTION IN THE AVAILABILITY OR FUNCTIONING OF DEVICES AND SERVICES THAT DEPEND ON OUR SERVICES, SUCH AS ACCESS TO 911 EMERGENCY SERVICES AND HOME ALARM OR HEALTH MONITORING DEVICES OR SERVICES. Further, SCP and/or connectSCP does not guarantee or warrant: continuous, uninterrupted or secure access to any service; that any service will be available on a specified date or time or that our network will have the capacity to meet demand during specific hours; any particular download or upload speed for any internet access service or any other characteristic of that or any other kind of service, compatibility of any service with your computers, telephone or video equipment, operating systems or software.

15. Internet Access Speeds

- a. The internet access speeds quoted are the best-effort maximum rates by which downstream internet access data may be transferred between connectSCP facilities and the fiber gateway (the network point of demarcation) at Subscriber premises. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Subscriber receives and sends internet access data through the public internet since such speeds are impacted by many factors beyond control of connectSCP. Actual internet speeds vary due to many factors, including the capacity or performance of a computer and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Subscriber is communicating, congestion on the network, and the general speed of the public internet. The actual speed may affect Subscriber online experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, connectSCP reserves the right to implement network-management controls to optimize and ensure that adequate speed and data transfer is available to all internet Service Subscribers.

1.5 NETWORK CONNECTIONS AND USE OF SERVICE AND FACILITIES

1. Demarcation Point. connectSCP Subscribers are connected to SCP's network at a point of demarcation. The demarcation point is either outside or inside the premise and is typically the location where SCP's network is terminated and grounded. Connection of new inside station wiring to the network shall only be made at the demarcation point. Connections of inside station wiring to the network, and any installation of Subscriber premise equipment, shall only be made at the demarcation point and shall be made in accordance with any applicable state or federal laws governing the installation and use of Subscriber premise equipment and wiring. It is the Subscriber's responsibility to ensure its premise equipment and use of services company with any applicable federal or state laws, including but not limited to Federal Communications Commission ("FCC") rules, the National Electric Code, and Ohio rules and regulations.
2. Use of Subscriber Service
 - a. Service is furnished on retail basis for residential or business use only. Service accounts are assigned to Subscribers only, and the Subscriber(s) in whose name the account is established will be the account owner(s) for all purposes. Account owners shall be responsible for any and all use of the subscribed service. Subscribers will cooperate with connectSCP to prevent third parties from gaining unauthorized access to services via the Subscriber's facilities.
 - b. Services must be used in compliance with applicable Service Catalog, including all applicable Company Policies. Without limiting the preceding, Subscriber shall not use services for fraudulent, abusive, unlawful, or destructive purposes or in any manner that causes interference with connectSCP's or another Subscriber's use of connectSCP-provided network.
 - c. Services may not be resold, except as authorized in a specific Service Contract signed by authorized representatives of both the permitted reseller and connectSCP.
3. Connection of Subscriber Premise Equipment and Wiring
 - a. Except when leased from, licensed from, or otherwise provided by connectSCP, all premise equipment and wiring after the demarcation point is the property and responsibility of the property owner.
 - b. Subscribers may provide and install their own Subscriber premise equipment and wiring after the demarcation point so long as no electronic or physical harm is caused to connectSCP's network. If connectSCP determines the Subscriber premise equipment and wiring is causing or is likely to cause interference or hazard to the network, connectSCP will take such action as it deems necessary for the protection of connectSCP's network. After notification by connectSCP of such interference or

- hazard, the Subscriber must discontinue such use and disconnect such premise equipment and wiring. Failure of the Subscriber to conform to this requirement may result in suspension of service and all other remedies available in equity or law.
- c. Subscribers are not permitted to physically cut, improperly terminate, substantially alter, or otherwise destroy connectSCP's owned premise equipment and wiring.
 - d. connectSCP's network is not represented as being adapted to the use of all Subscriber premise equipment and wiring. connectSCP shall not be responsible for: (a) the through transmission of signals generated by the Subscriber premise equipment or for the quality of or defects in, such transmission; or (b) the reception of signals by the Subscriber premise equipment.
 - e. connectSCP shall not be responsible to the Subscriber if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations, or procedures of connectSCP render any Subscriber premise equipment and wiring obsolete or requires modification of such equipment and wiring.
 - f. Where connectSCP leases, licenses, or otherwise provides equipment, such equipment is provided to Subscriber for the term of service and solely for use in connection with lawfully receiving and using service. All such equipment remains the property of connectSCP. When Service is cancelled or disconnected, the Subscriber must return any such equipment to connectSCP during regular business hours, Monday through Friday (except holidays). The equipment must be returned to connectSCP in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to connectSCP's business office, or an alternative location designated by connectSCP at the time of cancellation or disconnection. If a Subscriber fails to return equipment at the time of cancellation or disconnection of Service, the Subscriber may be liable to connectSCP for an equipment recovery fee as set forth in Part 3 of these Terms and Conditions.
 - g. The Subscriber is responsible for the maintenance and safekeeping of all equipment placed in or on the Subscriber's premises. connectSCP has no responsibility for replacing equipment destroyed or damaged by the Subscriber's misuse, abuse, or neglect. In the event that any equipment provided by connectSCP is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in the Subscriber's possession, the Subscriber may be liable to connectSCP for an equipment recovery fee as set forth in Part 3 of these Terms and Conditions.

1.6 PAYMENT FOR SERVICE AND FACILITIES

1. Payment for Service. Unless otherwise agreed upon, all Subscribers shall pay for services and facilities monthly in advance. All bills for services not less than twenty (15) days after the bill is rendered.
2. Application of Residence and Business Rates
 - a. Residence rates apply at the following locations:
 - i. In a private residence where business listings are not provided.
 - ii. In private apartments of hotels, rooming house, or boarding houses where service is confined to the Subscriber's use.
 - iii. In college fraternity or sorority houses where individual access line service is provided.
 - b. Business rates apply at the following locations:
 - i. All locations that are not defined as a residence in (a) above.
 - ii. In any location where the listing of service at that location indicates a business, trade, or profession.
3. Taxes or Fees Billed to Subscribers
 - a. Except as otherwise expressly provided, pricing is exclusive of and Subscriber shall be solely responsible for (i) applicable taxes (excluding those on connectSCP's net income) relating to the sale, transfer of ownership, installation, license, and the use or provision of service (ii)

surcharges, recovery fees, customs clearances, fees, duties, levies, shipping charges, and other similar charges relating to the sale, transfer of ownership, installation, license, or the use or provision of the services and (iii) charges imposed in connection with local, state and federal government program costs and fees.

- b. connectSCP will bill and the Subscriber shall pay all applicable taxes and other charges and fees described above (including any associated interest and penalties resulting from Subscriber's failure to timely pay the taxes or other charges and fees), except to the extent Subscriber provides a valid exemption certificate prior to the delivery of Services.

4. Service Check – Subscriber Premise Equipment and Wiring and Repairs

- a. A service check will be performed when a Subscriber requests connectSCP to perform a check of its facilities up to the demarcation point.
- b. Where feasible, Subscribers will also be encouraged to unplug Subscriber Premise Equipment or disconnect all inside wiring at the demarcation point so as to self-diagnose where their wiring or equipment may be causing an out of service condition.
- c. No charges will be assessed when a service check is performed and:
 - i. connectSCP determines the trouble exists on connectSCP's side of the demarcation point; or
 - ii. connectSCP identifies or repairs any trouble on the Subscriber's side of the demarcation point and the Subscriber approves connectSCP to repair problem.
- d. Charges will be assessed when a service check is performed, and the Subscriber requests connectSCP identify or repair any trouble on the Subscriber's side of the demarcation point.

5. Late Payment Charges

- a. All bills for which full payment has not been received or paid before the last date for timely payment may be subject to a late payment charge.
- b. Late payment charges shall be as listed in Part 3.

6. Returned Check Charge

- a. An administrative charge may be assessed for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to connectSCP.
- b. Returned Check charges shall be as listed in Part 3.

7. Charges and Duration for Reconnection of Service

- a. Where service has been discontinued for non-payment of a due bill, applicable service charges as listed in Part 3 shall apply.
- b. Where service has been discontinued for the non-payment of a due bill, the Subscriber may be required to reestablish credit as defined in Section 1.3, Establishment and Maintenance of Credit.
- c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and, if appropriate, an Advance Payment and Deposit as specified elsewhere in these Terms and Conditions.
- d. Most reconnections are handled remotely and occur after your payment is processed on a 24/7 basis. In the event your reconnection cannot occur automatically, manual reconnections are processed Monday – Friday, 8 a.m. – 5 p.m. (excluding holidays). A returned payment or payment attempt which cannot be processed will not stop the disconnection process.

8. Adjustment of Charges. In the event of an adjustment of charges for overbilling or underbilling by connectSCP, a correction (refund or charge) may be made of the full amount of difference for a period not to exceed ninety days. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing. Any request

for adjustments of charges must be made to connectSCP in writing within sixty (60) days of the invoice date.

9. Online Billing Through SmartHub: Subscriber is encouraged to complete the SmartHub registration process following the application for Services. connectSCP's standard service does not deliver a paper bill. Monthly bills are distributed through SmartHub.

1.7 TERMINATION OR SUSPENSION OF SERVICE

1. Termination or Suspension. Notwithstanding any agreed or required minimum term, service may be suspended or terminated as follows:
 - a. **Material Breach**. If Subscriber fails to perform or observe any material term or condition of service, including non-payment of charges, and such failure continues unremedied for thirty (30) days, seven (7) days for Subscriber's failure to fulfill its payment obligations, including failure to pay a required deposit) after receipt of notice, connectSCP may terminate (or may suspend and later terminate) the affected service.
 - b. **Materially Adverse Impact**. If connectSCP revises a Service Publication, and the revision has a materially adverse impact on a Subscriber and connectSCP does not produce a revision that remedies such materially adverse impact within thirty (30) days after receipt of notice from Subscriber, then Subscriber may, as Subscriber's sole remedy, elect to terminate the affected service with thirty (30) days' written notice to connectSCP, given not later than ninety (90) days after Subscriber first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to standard pricing, changes required by governmental authority, or assessment of or changes to additional charges such as governmentally imposed costs and fees (such as USF, P ICC, E911 and telecommunications relay charges).
 - c. **Fraud or Abuse**. connectSCP may terminate or suspend an affected service immediately by providing Subscriber with as much advance notice as is reasonably practicable under the circumstances if Subscriber, in the course of breaching any applicable terms of service: (i) commits a fraud upon connectSCP; (ii) uses the service to commit a fraud upon another party; (iii) unlawfully uses the service; (iv) abuses or misuses connectSCP's network or service; (v) interferes with another Subscriber's use of connectSCP's network or services; (vi) engages in unsafe, abusive or excessively disruptive conduct toward connectSCP or connectSCP's employees or (vii) attempting to avoid the payment, in whole or in part, of any charges by any means or device (mere non-payment of billed charges will not be considered grounds for termination or suspension under this subsection (d)(vii)).
 - d. **Hazardous Materials/Unsafe Conditions**. If connectSCP encounters any Hazardous Materials, unsafe conditions, or interference from persons, livestock, or pets at the service location, connectSCP may terminate the affected services or may suspend performance until Subscriber removes and remediates the Hazardous Materials, unsafe conditions, or interference at Subscriber's expense in accordance with applicable law.
 - e. **Withdrawal of Services**. connectSCP may discontinue providing a service by providing Subscriber with as much advance notice as is reasonably practicable under the circumstances where connectSCP generally discontinues providing the service to similarly situated Subscribers.
2. Notice of Disconnection. The notice of pending disconnection required by these Terms and Conditions shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the Subscriber when (a) deposited

in the U.S. mail with postage prepaid or (b) when sent electronically to the Subscriber contact information on file. The final date shall be not less than seven (7) days after the notice is rendered.

1.8 SUBSCRIBER COMPLAINTS AND DISPUTES

1. A Subscriber or prospective Subscriber may initiate a complaint with connectSCP on any relevant matter by telephone, in person, via email, or in writing directed to connectSCP at any of its offices. connectSCP will work to resolve all complaints in a timely manner.
2. Submission to Jurisdiction. SCP and/or connectSCP and Subscriber agree that the courts of the State of Ohio, Fairfield County, the United States District Court for the Southern District of Ohio, located in Columbus, Ohio and any appellate courts from any thereof shall have exclusive jurisdiction to enforce the terms of these Terms and Conditions and to decide any claims or disputes which may arise or result from, or be connected with, these Terms and Conditions, any breach or default hereunder, or the Services contemplated herein and any and all proceedings related to the foregoing shall be filed and maintained only in such courts. Company and Subscriber agree to unconditionally and irrevocably submit to the exclusive jurisdiction of such courts the resolution of any such claim or dispute.

SCP and/or connectSCP and Subscriber hereby unconditionally and irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to these Terms and Conditions or any of the Services contemplated hereby brought in any court specified in this Section, or any defense of inconvenient forum for the maintenance of such dispute. SCP and/or connectSCP and Subscriber agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

1.9 WAIVER

- a. SCP and/or connectSCP's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future

1.10 ACCEPTABLE USE POLICY

- a. Internet Access Services are governed by connectSCP's Acceptable Use Policy, which is included as Appendix A herein.

1.11 COPYRIGHT PROTECTION NOTICE

- a. connectSCP will handle complaints regarding copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA) of 1998. A party wishing to register an allegation of copyright infringement by a Subscriber may file such allegation using the information in connectSCP's DMCA Policy included as Appendix C herein.

1.12 NETWORK MANAGEMENT AND PERFORMANCE

- a. A description of network performance characteristics is available in Appendix D herein.

1.13 SUBSCRIBER-INITIATED SPEED TEST INFORMATION

- b. A link for a Subscriber-initiated speed test is posted at www.speedtest.net.

1.14 PRICE LIST/RATE CARD

- a. Rates for Broadband Services are listed in Part 3.

1.15 NETWORK TESTING OBLIGATIONS OF CONNECTSCP

- a. The Subscriber agrees that by subscribing to Company's Broadband Service, the Subscriber is authorizing connectSCP to perform any testing of the service that may be required by any governing regulatory entity.

1.16 AFFORDABLE CONNECTIVITY PROGRAM (ACP)

- 1. TBD

VOIP TELEPHONE SERVICES

2.1 VOIP TELEPHONE SERVICE

1. General Information

- a. VoIP Telephone Service types are shown in paragraph 2 below. The rates and charges for these services contained herein are in addition to all other applicable rates and charges located in other parts of these Terms and Conditions.
- b. Additional Terms and Conditions applicable to VoIP Telephone Service are contained in Part 1 –General Terms and Conditions.

2. Services

- a. **Individual Access Lines** include:
Voice over Internet Protocol (VoIP)
- b. Service Descriptions
 - i. **VOIP** may be purchased as a single or two lines.
 - ii. **Temporary or Vacation Suspension** is available for vacation purposes at a reduced rate upon Subscriber request. This service is allowed when a Subscriber is away from their premises for an extended time in the event of vacation, emergency, relocation, military service, or other purposes deemed reasonable by management. No other service charges will apply for the suspension and subsequent restoration of service. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of connectSCP. Subject to connectSCP's discretion, the minimum period for which this service may be provided is thirty (30) days; the maximum is 180 days during any twelve (12) month period .

2.2 OPTIONAL CALLING SERVICES

We offer a number of optional calling services per our residential phone subscriber guide. Please call our office ([800-282-5064](tel:800-282-5064)) or check our website here: www.connectSCP.com for more information on the services we offer. You may need to pay an additional charge for these services, and those charges are listed in the Service Price list in Part 3.

2.3 TELEPHONE NUMBERS, DIRECTORIES AND DIRECTORY LISTINGS

1. Telephone Numbers

- a. The Subscriber has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and connectSCP may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements.
- b. When services are discontinued, telephone numbers will be held from use (aged) according to industry standards before reassignment.

2.4 INFORMATION SERVICES AND CALLING RESTRICTIONS

1. Local Operator Services

- a. Subscribers can access local operator services by dialing "0" (0 minus) for assistance in placing a call.
- b. Local calls may be completed or billed with live or mechanical assistance by a third party under contract with connectSCP.

- c. Calls may be billed collect to the called party, to an authorized third-party number, or to the originating line. Local calls may be placed on a station to station basis or to a specified party (Person-to-Person), or designated alternate.
 - d. The following operator assisted calls are exempt from operator surcharges:
 - i. Calls to designated connectSCP numbers for official connectSCP business.
 - ii. Emergency calls to authorized civil agencies.
 - iii. Operator dialed calls to re-establish a call which has been interrupted due to a service failure; to establish a call where connectSCP service problems prevent completion; or to complete a call for a calling party who identifies that they are unable to call due to a disability.
2. Local Directory Assistance
- a. Subscribers can access local directory assistance by dialing “411” for assistance in determining a telephone number.
 - b. A Directory Assistance Charge as determined by connectSCP or a third-party vendor applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:
 - i. Requests in which the Directory Assistance operator provides an incorrect number. The Subscriber must inform connectSCP of the error in order to receive credit.
 - ii. In some cases, it may be possible to have the call completed without further dialing by the Subscriber. An additional charge may be applied when call completion is authorized by the Subscriber.
3. International Outbound Calls
- a. All International calls are automatically blocked, to unblock, please call 1-800-282-5064
 - b. Refer to the Part 3 for international usage and other fees.

2.5 MISCELLANEOUS SERVICES

1. Off Premise Extensions
- a. Service includes capability for extending standard Access Line service between premises.
 - b. Connections made between buildings on same Premises, may be made using Subscriber owned wiring in accordance with connection standards as detailed in Part 1 of these terms and conditions and within the operational limits of connectSCP's network.
 - c. Where offered, connections between separate premises will be made by installing separate VoIP Telephone Services at each location and arranging them to work as a single service.
 - d. connectSCP may require a written Subscriber acknowledgement regarding the limitations of VoIP-based voice 911 calls.
2. Emergency Number Service
- a. connectSCP provides basic, enhanced, and next generation 9-1-1 Services in accordance with applicable state and federal law and regulations. connectSCP also collects a 9-1-1 surcharge from local Subscribers in an amount and as required under state and local law and regulations.
 - b. The FCC requires that connectSCP inform Subscribers about certain differences between IP-enabled 9-1-1 emergency calling services and traditional wireline or wireless 9-1-1 emergency calling services (Please see Appendix E for additional information). The FCC also requires connectSCP to obtain and keep a record on file showing that subscribers to IP Services have been provided notice of and understand the differences and limitations on NG911 Service. Prior to installing or connecting any IP Services, connectSCP will provide the Subscriber with an IP Technology 911 Disclosure for the Subscriber's review and acknowledgement. If a Subscriber does not acknowledge and return the disclosure promptly, connectSCP may suspend service until a reply is received.

3. Voice 911/E 911 Service Limitations and Limitation of Liability

- a. You understand and acknowledge that you may lose access to connectSCP Phone service or the service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) CONNECTSCP'S NETWORK OR FACILITIES ARE NOT OPERATING (ii) IF YOU OTHERWISE LOSE YOUR BROADBAND CONNECTION; (iii) IF YOU ARE EXPERIENCING A POWER OUTAGE (iv) IF ELECTRICAL POWER TO THE MODEM IS INTERRUPTED; and (v) IF YOU FAILED TO PROVIDE A PROPER SERVICE ADDRESS OR MOVED THE SERVICE TO A DIFFERENT ADDRESS. You understand and acknowledge that in order for your 911/E911 calls to be properly directed, connectSCP must have your current service address and if you move your Service to a different address without connectSCP's prior approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding or the connectSCP Phone service (including 911/E911) may fail altogether. You are required to notify connectSCP of any change of address of the voice enabled advanced modem for E911 calling service to work properly. You agree that, to the maximum extent allowed by law connectSCP shall have no liability for any damages caused, directly or indirectly, by Subscriber's inability to access the Services, including the connectSCP phone and 911/E911 services. You agree to defend, indemnify, and hold harmless connectSCP, its officers, directors, employees, affiliates and agents and any other entity. who furnishes services to you in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees) by, or on behalf of, you or any third party or user of your account relating to the absence, failure or outage of the Service, including 911/E911 dialing and/or inability of you or any third person or party or user of the Service to be able to dial 911/E911 or to access emergency service personnel. See Attachment A, to this Agreement. 26.

4. Customer Proprietary Network Information (CPNI)

- a. Under federal law, Customer has the right, and connectSCP has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with connectSCP and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify connectSCP in writing at 720 Mill Park Drive, Lancaster, OH 43130 Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Service.

5. Other Service Offerings

- a. The FCC requires connectSCP to provide N11 services for 3-digit dialing access to information services. The current list is provided below.
 - 211 Health and Human Services – Community Information and Referral Services
 - 311 Non-Emergency Police and Other Governmental Services
 - 411 Local Directory Assistance
 - 511 Traffic and Transportation Information
 - 711 Telecommunications Relay Service (TRS)
 - 811 One Call – Buried Utility Services Locating

911 Emergency
988 Suicide and Crisis Lifeline

6. Long Distance Service

- a. connectSCP provides Long Distance Services through access to facilities, services and equipment over which telephone Subscribers may transmit voice, data, and other communications of their own choosing to intrastate, and interstate destinations.
- b. Service is only available to Subscribers of VoIP telephone service.

7. Voice Services-Directory Listing

- a. connectSCP offers Subscriber a private number service as the default, or a directory listing upon request. Depending on the location and Subscriber's preference, connectSCP Service may include one (1) basic directory listing in an alphabetical white pages directory, or other comparable online directory, containing an alphabetical list of names, telephone numbers and addresses of all telephone Subscribers in a particular geographic area set by the publisher. The alphabetical list of Subscriber names is for the purpose of informing interested parties of the telephone number and address of listed Subscribers, and special position or arrangement of names may be provided for an additional charge. Listings shall conform to the publisher's practices with respect to published directories. connectSCP limits the length of any listing in the directory by the use of abbreviations when, in connectSCP's opinion, the clarity of the listing or the identification of the Subscriber is not impaired by doing so. The duration of the directory listings, when the listings have been published, is the directory period. The directory period is from the day on which the directory is first distributed to Subscribers to the day the succeeding directory is first distributed to Subscribers. connectSCP's voice provider will take reasonable precautions to ensure that non-published and unlisted numbers are not included in telephone directories or directory assistance services and to ensure published data is as accurate as possible, but cannot guarantee that errors will never occur. Any errors in End User names, addresses, or telephone numbers appearing in, or omitted from, third-party directories cannot be corrected until the next available publication of those directory lists. connectSCP's voice provider has no control over information appearing in the directory lists or directory assistance

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Fees/Charges		
Voice Equipment Battery Backup (Up to 24 Hours on Standby)	\$250	A one-time fee charged to purchase a 24-hour battery backup system. Available for purchase on request.
Voice Equipment Battery Backup (Up to 8 hours on Standby)	\$125	A one-time fee charged to purchase an 8-hour battery backup system. Available for purchase on request.
Line Extension Fee	\$TBD/Ft	First (TBD) feet of service drop from the electric facilities at the property line to the termination point (NID). \$/ft beyond TBD feet.
Installation/Activation Fee (may be waived during initial construction marketing campaigns)	\$175	A one-time installation Fee if service drop and activation is required. Fee may be waived during specified times.
Late Fee	5% of current balance due	A one-time fee charged each time account balance is not paid by the due date.
Wi-Fi Mesh Extender Rental Fee	\$7/month	A monthly fee charged for each additional Wi-Fi Mesh Extender requested.
Early Termination Fee	\$125	A one-time cancellation of service prior to first 3 months billing will be charged a processing fee
Equipment (Wifi, Wifi extender, or ONT) Damaged or Not Returned	\$150 per item	One-time fee for damaged or non-returned equipment
Service Call Fee (6PM cutoff for truck rolls - calls after 5 PM will be scheduled for next day)	\$55/trip	A one-time fee for service call, missed appointments, or required site visit. Fee may be waived if problem is on connectSCP side.
Internet Non-Pay Reconnection / Restart Activation Fee	\$50	One-time fee for reconnection of internet service
Voice Non-Pay Reconnection / Restart Fee	\$25	One-time fee for reconnection of voice service
Deposit Amount (if required)	\$110	Deposit will be returned and credited to bill after 180 days upon prompt payment history.
Returned Bank Item Fee	\$30	A one-time fee for returned bank item.

Service Rates		
Residential Packages	500/500 Mbps	\$85 per month
	1000/1000 Mbps	\$110 per month
(1) Public Address (IPV4) /	(1) IP	\$10 per month
Static IP (1) Address Residential	(1) IP	\$5 per month
Small Business	500/500 Mbps	\$135 per month
	1000/1000 Mbps	\$170 per month
Static IP Address Business (includes (1) Public (IPV4) Address	(1) IP	\$15 per month
Residential Vacation Internet Rate - speeds reduced to 2Mbps (6 month max)		\$25 per month
Residential Vacation Voice Rate (6 month max)		\$15 per month
ACP Credit (based on Federal Funding availability)		\$(30) per month
Standard Voice Residential	1st line	\$30 per month
	2nd line	\$10 per month
Standard Voice Small Business	1st line	\$35 per month
	2nd line	\$20 per month
Momentum White Label Pricing Guide		Cost + Margin

Phone Fees/Charges	
Directory Assistance	\$2 per call
International Directory Assistance	\$10 per call
Outbound International	See rate deck for international usage
Directory Listings	Primary Listing included in price
Additional Listing	\$6/month per line
Non-Published Number	\$9/month per line
Unlisted Number	\$6.50/month per line
Change of Directory Listing	\$35.00 per occurrence per line
Operator Assistance	\$2 per call
Toll Free Number	\$10.00/month plus \$0.04/minute for inbound calls
Virtual Faxing	\$10/month up to 500 pages and then \$0.04/page for additional pages
Voice Port Cancellation (prior to 48 hours of FOC (Firm Order Commitment))	\$25.00
Voice Port Cancellation (within 48 hours of FOC (Firm Order Commitment))	\$135.00
Move, add, or change of submitted phone number port (prior to 48 hours of FOC (Firm Order Commitment))	\$30.00
Move, add, or change of submitted phone number port (within 48 hours of FOC (Firm Order Commitment))	\$135.00
Expedite request to port phone number	\$135.00

*Note: Pricing is subject to all other applicable charges and taxes, including but not limited to: Activation charge, Subscribership fee, Installation fee, and all applicable state and local taxes.

** All Services and specific features subject to availability. Contact connectSCP to determine eligibility and features included with each Service.

Appendix A: Acceptable Use Policy (AUP)

connectSCP, LLC (“connectSCP”) has established an Acceptable Use and Network Management Policy (“AUP”) for the protection of connectSCP and its Subscribers for the use of its products and services. connectSCP can be contacted at [\(800\) 282-5064](tel:800-282-5064) regarding any questions you have about this AUP, connectSCP, or its products and services. By using services provided by connectSCP, you agree to be bound by the terms of this AUP. This policy may be updated from time to time. Subscribers are encouraged to frequently check this page for any changes to this policy. Continued use of the Services after a change to this policy indicates your agreement with the updated terms. connectSCP reserves the right to terminate its Services to any Subscriber at any time in its sole discretion.

Phone and Internet Service. This AUP applies to member use of any connectSCP Voice Over Internet Protocol (VoIP) service (phone service) or Internet service (collectively, Service(s)) regardless of technology or the Internet-based application utilized. It is not acceptable to use the connectSCP network for any purpose that violates local, state or federal laws or to transmit communications that might be highly offensive or damaging to any recipients or to use the services in a manner that is unintended. It is not acceptable to interfere with, violate, circumvent, misuse, distribute or disrupt network users, equipment or services. A member may not:

1. Use any connectSCP Services or use or permit the use of Service for unlawful purposes or purposes that connectSCP believes to be unacceptable;
2. Use any Service to transmit, post or receive material that is threatening, abusive, libelous, defamatory, obscene, pornographic, or otherwise in violation of any local, state, federal or international law or regulation;
3. Transmit any information or software that contains a virus, worm, Trojan Horse, or other harmful component;
4. Transmit or download any information, software or other material that is protected by copyright or other proprietary right without the permission of the person owning that protected right.
5. Transmit SPAM or other bulk email;
6. Add, remove, or modify identifying network heading information (aka “spoofing”) to deceive or mislead, or any impersonation of another person using forged headers or other improper identifying information;
7. Engage in any activity which would compromise member privacy or system security or gain access to any system or data without required permission (e.g. “hacking”) of the owner;
8. Engage in any activity which would result in third-party charges to connectSCP or any third-party actions taken against connectSCP;
9. Resell or otherwise share connectSCP’s Service, account information, or passwords;
10. Attempt to obtain unauthorized access to any network or account. This includes accessing data not intended for end user members, logging into a server or account without being expressly authorized to access or probing the security of other networks;
11. Attempt to interfere with the Service of others including users, hosts, and networks. This includes “denial of service” attacks, “flooding” of networks, deliberate attempts to overload a service and attempts to “crash” any host;
12. Distribute connectSCP Services beyond the scope of your end-user account;
13. Attach equipment, accessory, apparatus, circuit or devices that are harmful to the network and are attached to or connected with connectSCP facilities;
14. Use connectSCP’s Service for web or email hosting without making special written subscription arrangements with connectSCP;

Appendix A: Acceptable Use Policy (AUP)

15. Undertake, plan, encourage, assist, or accomplish any unlawful, deceptive, or fraudulent activity or purpose. This includes, but is not limited to conduct which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or international law, order, or regulation;
16. Use auto-dialers or predictive-dialing to dial sequentially, including rapid dialing or data pumping for the purpose of generating revenue directly or indirectly;
17. Violate any of the federal, state, or local telemarketing regulations including but not limited to the Telephone Consumer Protection Act of 1991 ("TCPA"), the Telemarketing Sales Rules ("TSR"), the Junk Fax Prevention Act of 2005, and Truth in Caller ID Act of 2009;
18. Send unsolicited calls, messaging, e-mailings (including, without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints;
19. Engage in any form of Robo calling as defined by the Federal Trade Commission's Telephone Sales rule (TSR) that are unlawful;
20. Engage in any unlawful form of calling utilizing pre-recorded audio or non-live-human communications;
21. Engage in continuous or extensive chat line or conference call participation;
22. Use an open telephone line as a monitoring, intercom, or similar service;
23. Fail to monitor outbound call campaigns to minimize complaints which may be generated by repetitive and/or continuous messaging or calling to the same destination or number within a short period of time;
24. Use Services to record or monitor a phone call or other communication without securing consent from the call participants as required by applicable federal and state laws (including, as applicable, California's Invasion of Privacy Act and similar laws);
25. Engage in extensive call forwarding or use of call forwarding or conferencing features to act as a bridge to chat lines or other conferencing facility;
26. Operate a call center or conference line;
27. Transmit or receive broadcasts over teleconferencing facilities or other means.

connectSCP does not screen in advance any specific content accessible using its Services. connectSCP disclaims any liability for any act or omission with regard to content the member finds objectionable or unsuitable. Use of information accessed by the Services is at member's own risk. connectSCP disclaims any responsibility for the accuracy, privacy or quality of the information. By using the Services, the member agrees to hold connectSCP harmless for content accessed using the Services.

Any IP address assigned to a member on either a dynamic or static basis remains the property of connectSCP and may not be appropriated for any use other than as intended by connectSCP or transferred to any other party. connectSCP will not ask you for your password in an unsolicited telephone call or email. If you believe your password has been compromised, you should immediately change your password to prevent the unauthorized use of it.

Indemnification. The member agrees to indemnify and hold connectSCP harmless for any and all claims, damages, losses, expenses (including attorneys' fees and other legal expenses) resulting from the member's use (or misuse) of connectSCP's Services whether or not such use is found to be in violation of any statute, regulation or rule.

Appendix B: Battery Backup Notice

Backup Power for Home Phone Services during Power Outages

For many years, your home phone would allow you to stay connected to emergency voice services during a power outage. However, many of today's advanced home phone services require backup battery power to continue functioning during an electric outage. To avoid a disruption of home voice service during an outage –and to maintain the ability to connect to 911 emergency services - we at connectSCP offer you the option of purchasing backup power for your home phones. connectSCP offers two backup power options: (1) a standby battery with a minimum of eight (8) hours of backup standby power, and (2) a standby backup power battery with a minimum of twenty-four (24) hours of standby backup power.

What Your Battery Can – and Can't – Do for You

connectSCP's backup eight (8) or twenty-four (24) hour batteries for telephone modems allow you to continue to use your home voice services during a power outage. Without a backup battery or alternate backup power source such as a generator, members will not be able to make any calls, including emergency calls to 911. The only way to maintain the ability to use your phone is by using some form of backup power. Our backup batteries do not provide power to any services other than voice. Home security systems, medical monitoring devices, and other equipment will not run on a home phone backup battery.

Purchase and Replacement Options

If you are concerned about being able to contact 911 emergency services during a power outage, a backup battery may be a good option for you. The batteries offered by connectSCP are approximately one pound (1lbs.) and roughly the size of a milk carton.

If the company provides the backup batteries

You can purchase a backup battery directly through connectSCP. If you have any questions or simply want to purchase a backup battery through us, please call **1-800-282-5064** or visit our website at www.connectSCP.com. Our 8-hour backup batteries cost approximately **\$125** and our 24-hour back up batteries cost approximately **\$250**. Both options can be shipped directly to your house or can be picked up in one of our retail locations. If you do not feel comfortable installing your own battery (instructions are provided), please call us to make an appointment and we would be happy to assist you. However, please note that there may be a charge for the installation service.

If a third party provides the backup batteries

You can also purchase a backup battery through local retailers or on-line, including from the vendor identified below. Be sure to purchase the battery model that matches the type of modem that you have. Please contact connectSCP at 1-800-282-5064 for this information.

Expected Backup Power Duration

Backup batteries are expected to last at least 8 hours or 24 hours on standby power, depending which option you choose. The 8-hour backup battery should give you [6 hours] of talk time, whereas a 24-hour battery backup will provide 18 hours of talk time. If you feel that is not enough time, you may extend your standby power by purchasing additional 8 or 24 hour batteries.

Instructions for Proper Care and Use of Your Battery

Please follow the more detailed instructions included with your battery for proper use, storage and care of your battery to ensure that it will function as needed during a power outage. If you do not store your battery correctly, it may shorten its useful life. Environmental factors such as temperature can shorten your battery's useful life. We recommend that you store your battery above **14°F and below 120°F**.

These batteries **are not** rechargeable. They will **not last forever** and **should be replaced every 10 to 15 years**, or when your device starts to make a **loud beeping sound**. That sound means that the battery is depleted, and must be replaced. See the instructions above for purchase and replacement options.

Appendix B: Battery Backup Notice

You should also periodically remove and test your battery, as described in the instructions included with your battery, to verify both the operation of the backup battery and its condition.

If you have any further questions about backup batteries, contact us at feedback@connectSCP.com.

Appendix C: Copyright Protection Notice

Digital Millennium Copyright Act (DMCA) Policy. When connectSCP, LLC (“connectSCP”) receives a notice from a copyright holder or its authorized representative regarding an alleged violation of law by someone using an IP address identified as belonging to connectSCP, the following actions will be initiated:

1. connectSCP personnel will review the address to determine whether the address is in use by connectSCP or by one of its affiliates. If the address has been assigned to an entity other than connectSCP, the DMCA notice will be forwarded to that entity for review and any action or response if connectSCP can identify the owner.
2. If the address is assigned and used by connectSCP or one of its Subscribers, connectSCP personnel will attempt to identify the user. If the offender cannot be identified, the Designated Agent listed on connectSCP’s Internet site will be notified in order to respond accordingly to the copyright holder or its agent. Copyright holders may contact connectSCP as outlined under Notification of Copyright Infringement to provide notice of any potential violations. The following actions may be taken with offenders:
 - a. If the offender is an employee, the responsible supervisor will be notified, and appropriate disciplinary action may be warranted. A copy of the violation will be filed by HR in the employee’s personnel file.
 - b. If the offender is a Subscriber, the Subscriber will be notified by telephone and email of the offense. If it is a first-time offense, the Subscriber will be notified and advised that an alleged violation of copyright law has been received and that any further violations could affect the Subscriber’s access to the Internet. Notification of a second offense will result in the same action. A third offense will result in notice that Internet service will be restricted for seven (7) days to limit the ability to violate the law. A fourth offense will result in the termination of Internet service, unless otherwise determined by connectSCP.

Notification of Copyright Infringement: If you are a copyright owner (or an agent of a copyright owner) and believe any user material posted on our sites infringes upon your copyrights, you may submit a Notification of Claimed Infringement under the Digital Millennium Copyright Act (“DMCA”) by sending the following information to our Designated Copyright Agent:

1. Clear identification of the copyrighted work;
2. Identification of the material allegedly copying the original work, and information reasonably sufficient to allow us to locate the material;
3. Accurate contact information of the person submitting the claim;
4. Statement that the claim is being made with the good faith belief that the alleged use is not authorized by the copyright owner;
5. A statement that the claim is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the copyright owner;
6. Signature of the person submitting the claim.

You can submit your Notification to us using the following contact information and Designated Agent:

Company legal name:	connectSCP, LLC
Names doing business under:	connectSCP, LLC
Designated Agent:	Attn: Lee Rutherford
Mailing address of Agent:	720 Mill Park Drive Lancaster, Ohio 43130

Appendix C: Copyright Protection Notice

Telephone: (800) 282-5064
Email: feedback@connectSCP.com

The Designated Copyright Agent should be contacted **only** for notices regarding alleged copyright concerns. All other feedback, comments, questions, and other communications should be directed to us through the General Contact Information below.

General Contact Information.

If you have any questions regarding this policy or otherwise, please contact **connectSCP customer service** at: **(800) 282-5064** or email **feedback@connectSCP.com**.

Appendix D: E911 VoIP Disclosure

DISCLOSURE CONCERNING IP-ENABLED 9-1-1 SERVICES

1. Definitions. For the purposes of this Disclosure, the following capitalized terms are defined as follows:

“Dispatchable Location” means the Service Address and additional data that would permit a PSAP and emergency responders to locate a 9-1-1 caller in a reasonable amount of time. The Dispatchable Location may be the same as or different from the Service Address.

“E911 Service” means emergency calling by which a 9-1-1 call is routed to the PSAP assigned to the Service Address and information regarding the Dispatchable Location is provided to the PSAP.

“IP Services” means communications services using internet protocol (IP) in their delivery, including session initiation protocol (SIP), voice over internet protocol (VoIP), hosted IP voice or similar IP-based technologies or applications.

“MLTS” means a multi-line telephone system.

“NG911 Service” means E911 Service initiated and/or completed using IP Services. Depending on the capability of the IP Services and PSAP, NG911 may include not only voice but also multimedia data and geospatial location information.

“PSAP” means a public safety answering point for emergency 9-1-1 calls.

“Service Address” means the physical address provided by the Subscriber and assigned to or associated with a telephone number provided by connectSCP.

2. Disclosure. NG911 Service works differently than traditional wireline and wireless E911 Service. These differences depend on the services, equipment and devices used to make the emergency call and on the location of the user making the call. Subscribers with NG911 Services are responsible for informing employees, guests, and other persons who may be present at the Service Address of the important differences and limitations of NG911 Service as compared to traditional wireline or wireless E911 Service. If a Subscriber is uncomfortable with any of the terms, conditions, or limitations of NG911 Service described in this Disclosure, the Subscriber may wish to consider also maintaining an emergency landline at the Service Address.
3. Dispatchable Locations for Emergency Calling. connectSCP will obtain from all Subscribers a registered Service Address for all IP Services and/or equipment, including the Dispatchable Location where equipment will be installed, and service will be used. For any services utilizing an MLTS environment, the Subscriber may be required to provide multiple Dispatchable Locations. Complete and accurate Service Address and Dispatchable Location information is essential for emergency responders to locate any users dialing 9-1-1 from a device at the location. connectSCP will not provide IP Services to a Subscriber on an active telephone number and will not activate a telephone number that is intended to have NG911 Service, unless and until a Service Address, Dispatchable Location and any other required information has been provided to connectSCP. The registered Service Address and Dispatchable Location will be associated with a telephone number, which will be used to determine the closest PSAP when 9-1-1 is dialed. Before a Subscriber changes the registered Service Address or Dispatchable Location associated with a telephone number or moves any service, equipment or device, it is important to contact connectSCP, so that connectSCP can confirm that the registered Service Address and Dispatchable Location are properly updated. The Subscriber is solely responsible for providing connectSCP with complete and accurate Service Address and Dispatchable Location information for each telephone number and for keeping such information updated.
4. Functional Limitations of IP Services. IP Services, including NG911 Service, are subject to the following

Appendix D: E911 VoIP Disclosure

disclaimers and limitations:

- i. NG911 Service will not operate in the event of a power failure or disruption. Should there be an interruption in power, IP Services (including NG911 Service) will not function until power is restored. Please note, Subscriber premises equipment or devices may need to be reset. Subscribers may contact connectSCP for information and options concerning battery or other back-up power.
 - ii. NG911 Service will not operate if a broadband connection is disrupted. Service outages, interruptions or degradation of broadband service, or termination or suspension of service for any reason, will prevent use of IP Services, including NG911 Service.
 - iii. Failure to provide an accurate Service Address or Dispatchable Location for a telephone number may result in 911 calls being routed to the incorrect local PSAP and/or emergency responders being dispatched to the incorrect location. NG911 Service may not function, or calls may be routed to emergency responder who will not be able to assist if service, equipment or a device is moved to a different street address or location other than the registered Service Address and Dispatchable Location. It may take several days for any change in a registered Service Address or Dispatchable Location to be processed. The Subscriber must notify connectSCP in advance of any changes to a registered Service Address or Dispatchable Location.
 - iv. Calls made using IP Services may be delayed or dropped due to the technical constraints of IP Services and underlying network architecture. Because of differences in technology, the impacts of network congestion, and/or reduced speed in the routing of emergency calls made utilizing NG911 Services are different than if the calls were made using traditional (non-IP) public switched telephone networks. If a 9-1-1 call cannot be completed, is dropped or disconnected for any reason, the PSAP and emergency responders may not be able to identify a phone number in order to call back. connectSCP relies on third party carriers for assistance in routing NG911 calls to local PSAPs or a national emergency calling center. connectSCP disclaims all responsibility and assumes no liability for the conduct of local PSAPs and the national emergency calling center and any third party carriers or service providers.
5. Limitations on Liability. connectSCP is not responsible for any service outages related to the loss of electrical power, connectivity, suspension, or termination of broadband Internet services, failure of third party IP technologies or applications, or other circumstances beyond Company's reasonable control, including any failures resulting from events such as, but not limited to, acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions. Except as otherwise required by applicable laws or regulations, connectSCP is not responsible for and shall have no liability relating to the performance of NG911 Service provisioned by any other telecommunications carrier or IP services provider, even if such service is accessed using the equipment or underlying IP Services provided by connectSCP.
6. Indemnification. In addition to any other indemnification obligations under applicable service contracts or terms of service (but without any duplication of recovery), the Subscriber shall indemnify and hold connectSCP harmless against any and all damages, claims and expenses resulting from the Subscriber's failure to comply with any of the Subscriber's requirements or responsibilities described herein, including without limitation: (a) failing to provide a Service Address, Dispatchable Location or other required information; (b) providing an incomplete or inaccurate Service Address, Dispatchable Location or other required information; (c) failing to promptly update a Service Address or Dispatchable Location information in the event such address, location or information has changed or (d) the use of any service, equipment or devices at a location other than the Service Address and Dispatchable Location.

Appendix E: Network Management Policy

connectSCP commits to the open and non-discriminatory use of the Internet by its Subscribers and commits to use reasonable network management practices. connectSCP will manage its network and provide access in accordance with the Federal Communications Commission's (FCC's) rules. connectSCP's policies regarding network management practices are outlined herein in an effort to create transparency and to inform current members, prospective Subscribers, third-party content providers and other interested parties.

Transparency. connectSCP shall make available public information on its website www.connectscp.com/terms regarding its AUP and terms of its service sufficient for members to make an informed choice regarding their use of such services. connectSCP will not unjustly or unreasonably prevent or interfere with competition among content, applications, service, or device providers.

Network Management. connectSCP uses generally accepted technical measures to provide acceptable service levels to all members, such as application-neutral bandwidth allocation, as well as measures to address service attacks, illegal content and other harmful activities to protect network integrity and reliability.

Blocking. connectSCP reserves the right to disconnect or limit any account access to the Internet that in the opinion of its system administrator is a threat to the security or lawful operation of the Internet service or the service's software and/or hardware or that repeatedly violates the terms of this AUP. connectSCP reserves the right but does not assume the responsibility to block or limit access to content that violates this AUP. connectSCP shall not unjustly or unreasonably block access to lawful content, applications, services or non-harmful devices, subject to reasonable network management.

Throttling. connectSCP shall not unjustly or unreasonably (other than reasonable network management elsewhere disclosed) degrade or impair access to lawful Internet traffic based on content, application, service, user, or use of non-harmful devices, including a description of what is throttled and when.

Affiliated or Paid Prioritization. connectSCP shall not unjustly or unreasonably favor some traffic over other traffic including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit an affiliate or in exchange for consideration, monetary or other benefit.

Congestion Management. Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware / software. Congestion due to control and limit the offending source. connectSCP may seek criminal charges against those who inflict network malice. connectSCP may also attempt to recover costs incurred from network malice.

connectSCP reserves the right to prioritize traffic based on real time and non-real time applications during heavy congestion periods based on generally accepted technical measures. connectSCP reserves the right to set speed thresholds on the amount of data you as a member can upload and download within stated time periods. If you exceed these thresholds, connectSCP may temporarily limit the speed at which you can send and receive data over the connectSCP access network. connectSCP may use other traffic management and prioritization tools to help ensure equitable access to the connectSCP network for all Subscribers. Excessive bandwidth or hardware usage that adversely affects connectSCP's ability to provide its Internet or any other service may result in additional account management and fees.

connectSCP reserves the right to monitor member usage and evaluate on an individual account basis bandwidth or hardware utilization to efficiently manage the performance of the network to ensure a sustainable quality broadband service is provided. Peak network usage is between 4 pm and 11 pm Monday – Friday and 10 am – 11 pm Saturday and Sunday. During peak usage times, priority is given to applications such as browsing, email, streaming, instant messaging, gaming and VoIP. The member further agrees that connectSCP has the right to disclose any information it deems necessary to satisfy any legal or operational requirements.

Appendix E: Network Management Policy

Application-Specific Behavior. connectSCP does not make use of any application-specific network management practices. connectSCP does not modify protocol fields in ways not prescribed by the protocol standard. connectSCP does not inhibit or favor certain applications or classes of applications. connectSCP does not block or rate-control specific protocols or protocol ports, except for malformed or non-standard protocol traffic as identified by connectSCP and outbound Simple Mail Transfer Protocol (“SMTP”) as a protection and security control mechanism against unsolicited commercial email (“UCE”).

Device Attachment Rules. Devices connecting to connectSCP’s network must conform to general public standards and be non-harmful to the network.

Security. connectSCP provides its own methods to secure and protect its Internet service and network. Such action is not a substitute for the member providing his/her own security or protection for your own software, devices, network or data. connectSCP specifically disclaims any liability for any breach of security or any harm to member’s computing system while connected to connectSCP’s Internet service.

Discrimination. connectSCP shall not unreasonably discriminate in transmitting lawful network traffic over a consumer’s broadband Internet access service, subject to reasonable network management practices.

Performance Characteristics. The advertised speed of connectSCP’s Internet service is the maximum bandwidth throughput that is available and achievable with the technology utilized by connectSCP. Our member serving networks are comprised of various access platform technologies that deliver Internet service. Some characteristics of generally available Internet access by type:

- **FTTP** (Fiber-to-the-premise) supports up to 1000 Mbps, less than 50ms latency, depending on service level subscribed.

Several factors may affect the actual bandwidth throughput of connectSCP’s Internet service offerings. This includes but is not limited to distance between service point and connectSCP’s central office as well as the member’s computer, modem or router used. Internet traffic and activity during peak usage periods may also impact the available bit rate.

Pricing. Please click on the following website link for pricing information including monthly prices, usage-based fees, and fees for early termination or additional network services at: www.connectscp.com/services.

Privacy Policies. Please click on the following website link to view connectSCP’s complete privacy policy: www.connectscp.com/terms. connectSCP does not generally inspect network traffic. Certain traffic information is retained and stored for specific periods of time as required by state or federal law. This includes information stored and provided to law enforcement as it relates to information requested by law enforcement pursuant to national security and/or criminal statutes and Acts. connectSCP does not otherwise store, use, or provide traffic information for non-network management purposes.

Impact of Non-Broadband Internet Access Service Data Services.

Real time services, such as Non-BIAS services, include Voice over Internet Protocol (VoIP), school’s curriculum-approved applications and content, and other school or hospital connections, command optimal bandwidth. As Non-BIAS traffic is combined with general Internet traffic on connectSCP’s network, broadband customers could experience service delays, although very unlikely, if there is an occurrence of congestion on connectSCP’s network. In any such event, the Non-BIAS traffic is given priority over general Internet traffic.

Appendix F: Data Privacy Policy

Privacy Policy

connectSCP, LLC (connectSCP) is committed to respecting and protecting our subscribers' privacy. connectSCP obtains and uses subscribers' information for business purposes only and to enable connectSCP to provide its subscribers with the best service possible. Please review this Privacy Policy to better understand how we collect information, how that information is used, and your options as to the collection and use of your information. This Privacy Policy is applicable to connectSCP's subscribers and visitors to its website and is intended to provide information regarding connectSCP's methods for collecting and use of information.

What Types of Information Does connectSCP Collect?

Whether you are communicating with connectSCP or using its fiber service, connectSCP may collect both personal and non-personal information. "Personal Information" refers to information that is particular to you, such as your name, address, phone number, email address and other account, service, or billing information. "Non-personal information" refers to information that does not by itself identify a specific individual. This information includes websites visited, network traffic data, services and features used or call record details.

How Do We Collect Information from You?

connectSCP may collect information from you through communications such as via the web, phone, email, mail, surveys, or through the services provided to you as a subscriber.

Information may be collected in the following ways:

- **Browsing Our Site**
 - o IP addresses may be collected for the purposes of system administration, gathering broad demographic information, and monitoring the level of site activity.
 - o Information may be collected regarding the referring URL, browser used to come to our site, and the pages of our site that you viewed during your visit and any search terms entered on our site.
 - o Emails may be sent by a subscriber to connectSCP on this website. connectSCP may retain the information in any email that you send to us, such as your name, email, address, or phone number.
- **Voice and Internet Services**
 - o connectSCP may monitor the network and take measurements of network performance and the performance of your Internet connection to improve the subscriber's or connectSCP's overall service levels.
 - o During communication with connectSCP for service support, we may also access information about your subscriber premise equipment such as computers and wireless devices or other device settings to provide customized technical support or to install specific applications or services for your use.
 - o connectSCP reserves the right to access broadband traffic from individual accounts for the purpose of general maintenance and management of the network, as well as upon request by law enforcement officials.
- **Provision of Information by Third Parties**
 - o connectSCP may obtain credit information about you from third parties when you purchase products or sign up for services with connectSCP.

How is Your Personal Information Used?

connectSCP uses your information in connection with delivering its products and services to you and to protect subscribers, employees, and property against fraud, theft, or abuse. connectSCP may also use the information supplied in order to personalize portions of our services. Some of these personalized services are made available directly by connectSCP, while others may be offered by a partner. In addition, connectSCP may analyze and evaluate subscriber

Appendix F: Data Privacy Policy

preferences, comments, and criticism of its offerings in order to make improvements to the present and future versions of the service.

connectSCP may use personal information it collects to provide you with information or better services. In addition, we may use the non-personal information we collect to provide you with a better experience in the future. connectSCP does not rent, sell, or trade your private information to any non-affiliated third party.

With Whom Do We Share Your Information

- **With our subscribers:** connectSCP may share generalized personal information with our subscribers to make sure your experience is at the highest level possible and that you have the fullest service that connectSCP has to offer. Information shared will never include personally identifiable information. This is subject to applicable legal restrictions, such as those that exist for Customer Proprietary Network Information (CPNI).
- **With Vendors that Perform Services for connectSCP:** We may share your personal information with vendors that perform services on our behalf and only as necessary for them to perform those services. We a) require those vendors to protect any personal information they may receive in a professional manner consistent with our policy and b) we will not provide personal information to anyone for the marketing of their own products and services without your consent.

Other Circumstances Which May Warrant Sharing Your Personal Information

- Complying with any court ordered subpoenas or any other legal process.
- To assist with identity verification and prevent fraud and identity theft.
- Enforcing our agreement and property rights.
- For safety reasons.
- Obtaining payments for products and services that appear on your connectSCP billing statements, or those of our subscribers, including the transfer or sale of delinquent accounts to third parties for collection.

Internet Use

Any web sites of connectSCP may contain links to other web sites. connectSCP is not responsible for the content or privacy policies of other sites. Even though connectSCP will use its best efforts to assure privacy and confidentiality, material on the web, e-mail, or other electronic communications cannot be guaranteed to be protected against access by unauthorized persons. Access by unauthorized persons can be obtained without your consent or our consent. This is simply a function of the technology in today's environment.

Protection of Underage Children

connectSCP's website or usage of is not intended for children under the age of 15 years. connectSCP does not knowingly collect or solicit personal information from anyone under the age of 15 or knowingly allow such persons to register for use of any of our products or services. In the event connectSCP learns that we have collected personal information from a child under the age of 15 years without verification or parental consent, we will delete such information as quickly as possible.

How Does connectSCP Protect Your Personal Information?

connectSCP takes reasonable precautions to protect your personal information against unauthorized access by requiring the employees to use secured access authentication and passwords to obtain subscriber information and by storing electronic file information on a secure server, which is accessible only by authorized personnel.

Appendix F: Data Privacy Policy

No data transmission over the Internet can be guaranteed to be 100% secure and we will not be held liable should a third party illegally obtain your personal information via an Internet transmission. While we do our due diligence to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk.

How Does the subscriber Provide Consent?

By using connectSCP services, you agree with our Privacy Policy and practices and procedures contained herein regarding the collection and sharing of your information. To opt out of the sharing of your information for marketing purposes, please contact connectSCP at feedback@connectscp.com.

How Often Are Changes Made to this Privacy Policy and How Can You Learn of Any Changes

connectSCP reserves the right to change, modify, or update this policy at any time without notice. In the event of any modification, we will post the changes in this Privacy Policy. If such changes are material, we will either announce the change on the home page of the site or take other actions as we deem appropriate under the circumstances. You are encouraged to periodically visit this page to determine the current Privacy Policy to which you are bound. Continued use of the connectSCP website and/or Services indicates your agreement with the updated terms.