Residential Internet Service Agreement

THIS RESIDENTIAL INTERNET SERVICE AGREEMENT, is made by and between Mi-Fiber, LLC, an Iowa Limited Liability Company (hereinafter referred to as "Mi-Fiber") and "Customer" hereinafter identified. Mi-Fiber, directly and through its affiliates, offers residential customers a range of services pursuant to the terms of this Residential Internet Service Agreement and any Addenda, Exhibits, and Schedules attached now or at a later date (collectively referred to hereafter as the "Agreement"). Witnesseth: Mi-Fiber hereby agrees to provide Mi-Fiber Broadband Internet Service (hereinafter "Service") and additional features to Customer upon the terms and conditions hereinafter provided.

Customer _____ Cell Phone _____ Home Phone _____

Service Address _____ City _____ State _____ Zip _____

Billing Address (if different than Service Address) _____ City _____ State ____ Zip _____

1. Customer hereby agrees to pay the monthly rate to Mi-Fiber for the Service beginning on the Service installation date. Said monthly rate is for Service as selected by Customer and as indicated below, billed on the first of each month, and due and payable on the 21st day of each month. Mi-Fiber bills for Service in advance.

Payment Option Elected:

Customer Selection	Agreement Term (Must Choose One)
	No Contract – Includes $250 installation fee and no minimum term
	Twelve Month Contract – Includes free installation ($250 value) and minimum twelve month term

2. In the event Customer disconnects from Mi-Fiber or terminates this Agreement before the expiration of any minimum term selected by Customer in Paragraph 1 above, Customer hereby agrees to pay to Mi-Fiber all monthly charges associated with the Service months remaining on any term of this Agreement. After the completion of any minimum term, Service continues on a month-to-month basis and Customer may terminate Service by providing notice to Mi-Fiber. Customer must return any Mi-Fiber owned equipment in working order within 30 days of termination of Service, or shall reimburse Mi-Fiber for any Mi-Fiber owned equipment costs. Upon termination of Service, charges for any Mi-Fiber owned equipment will be automatically added to Customer's next bill. If Customer returns such equipment in fully functional working order within 30 days of termination of Service, the charges will be credited back to Customer's account.

3. Standard installation includes one hard-wired connection and assistance with connecting up to five wireless devices (laptops, tablets, cell phones and gaming systems). If Customer moves the Service to another location in the Mi-Fiber service area, a new installation charge may apply. Customer is advised to contact Mi-Fiber prior to said move in order to make arrangements to enable a coordinated and timely move of Service. **Access to Service Premises** – Mi-Fiber may enter into, upon and over Customer service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and/or remove facilities and equipment used to provide Service. If Customer is the owner of the premises upon which installation is requested, Customer grants Mi-Fiber an easement to construct, install, maintain and/or replace a service drop and other service facilities as well as permission to install, connect, inspect, maintain, repair, alter, disconnect and/or remove all facilities and equipment necessary to provide Service. If Customer is not the owner of the premises upon which installation is requested, Customer warrants to Mi-Fiber that Customer has obtained the consent of the owner of the premises for Mi-Fiber to install and maintain its facilities and equipment as contemplated herein.

4. A $9.95/month Equipment Fee is required for ALL customers and includes an equipment replacement guarantee should such equipment fail (except those circumstances outlined in paragraph 6 below). Mi-Fiber will provide and maintain the equipment necessary to provide Service at Customer location. Customer may choose to install their own router and/or wifi equipment behind the Mi-Fiber equipment. If Customer chooses to utilize Customer-owned equipment, Customer may be charged for time and material if any follow up visits are required for assistance with Customer-owned equipment or as a result of the Mi-Fiber equipment being bypassed or removed, plus a trip charge if applicable. Labor for completion of onsite maintenance and repair will typically be performed during normal business hours.

5. Smart WiFi Service includes complete in-home WiFi coverage; the Plume Home® mobile app to manage the digital ecosystem, provide enhanced security, and monitor and control the network, users and devices; and professional installation. Smart WiFi installation includes one hard-wired connection and assistance with connecting up to ten wireless devices (laptops, tablets, cell phones and gaming systems). If Customer *does not* subscribe to Mi-Fiber's Smart WiFi Service, Customer assumes responsibility for maintaining their wifi network. Smart WiFi is not available to Customers utilizing Customer-owned equipment.

6. In no event shall Mi-Fiber be liable for any direct, indirect, incidental or consequential damages resulting from any defect in the hardware or the loss or interruption of Service, even if Mi-Fiber has been advised of the possibility of such damages. Other damages for which Mi-Fiber shall not be liable include hardware that has been subjected to physical abuse or used with defective or non-compatible equipment, or where damage occurs due to acts of God, fire, floods, explosions, terrorism, labor trouble or stoppage, fiber cut or damage, or other causes beyond Mi-Fiber's control, including but not limited to lightning or other forms of power fluctuations. Mi-Fiber is not responsible for maintenance or replacement of existing inside wiring used in the provision of Service.

7. In the event of default of payment of amounts due by Customer to Mi-Fiber, Mi-Fiber may suspend or terminate Service at any time thereafter, including during any minimum term selected by Customer in Paragraph 1 above, upon THREE (3) days' written notice via email to Customer at the email address of record as designated on the Account Access Information form below. Customer agrees to pay a $10.00 Late Fee each month a payment is delinquent and a $30.00 Reconnect Fee to restore Service if Customer's Service has been temporarily suspended for nonpayment of amounts due. Mi-Fiber may charge Customer a Non-Sufficient Funds (NSF) Check Charge in the amount of the bank's charge (i.e. a pass through) plus a $25.00 administrative fee if Customer's check, bank draft, electronic funds transfer or other form of payment is dishonored or returned for insufficient funds or any other reason. Mi-Fiber's acceptance of a Late Fee and late or partial payment will not constitute waiver of any of Mi-Fiber's rights to collect the full amount due.

8. Should Customer fail or refuse to carry out the terms of this Agreement, or to pay all charges as specified including all taxes, fees and surcharges by the due date on the invoice, this Agreement may be terminated by Mi-Fiber and Mi-Fiber may initiate legal proceeding to enforce this Agreement, including collection of amounts owed. Customer shall pay any and all costs and expenses, including reasonable attorney's fees incurred by Mi-Fiber in the enforcement of this Agreement and the collection of amounts owed. Interest on unpaid amounts shall accrue from the date owed at the rate of up to 1.5% per month (18% per year).

9. Customer elects the following Service, Smart WiFi, IP Address and UPS/Backup Battery options as designated below. All pricing excludes state and federal taxes, regulatory fees and surcharges.

Customer Selection	Service Tier	Download and Upload Speeds Up To	Monthly Rate
	Mi-Fiber 100	100 Mbps	$59.95
	Mi-Fiber 200	200 Mbps	$69.95
	Mi-Fiber 500	500 Mbps	$79.95
	Mi-Fiber 1 Gig	1 Gbps (1,000 Mbps)	$99.95

Speeds may vary depending on Customer-owned devices or equipment, environmental conditions and connection, and while all Service tier descriptions shall be principally reflective of the speeds received by Customer, such speeds reflect an "up to" level of speed performance relative to those specified in the Service tier to which the Customer has subscribed.

Customer Selection	Smart WiFi Service
	Smart WiFi $15.00/month (Includes complete in-home WiFi coverage; the Plume Home® mobile app to manage the digital ecosystem, provide enhanced security, and monitor and control the network, users and devices; and professional installation)

Customer Selection	IP Address (Optional) (contact with questions)
	Fixed Static IP Address - $10.00/month
	1 Usable IP Address – $20.00/month
	5 Usable IP Addresses – $36.00/month

Fiber optic services and Voice over IP (VoIP) require backup power to continue functioning during a power outage. To minimize disruption of Service during a power outage, Mi-Fiber offers the following uninterruptible power supplies (UPS) with limited battery backup capability. Customer may need more than one UPS if more than one piece of equipment requires backup power for the Service to function during a power outage. As with all batteries, the batteries offered by Mi-Fiber have a limited life and will eventually need to be replaced. Further, the length of time the backup power will last will be affected by the number of items plugged into the UPS and by the power consumption of the equipment.

Quantity	Uninterruptible Power Supply (Optional)
	APC UPS battery backup and surge protector – contact for current pricing

One email account is included with Service, if requested. Additional email accounts are $3.00/month.

10. In conjunction with the provision of the Service, Mi-Fiber shall refrain from imposing any specific data caps on Customer's usage. Nevertheless, in order to ensure Customer uses Mi-Fiber's Service in a reasonable manner, should Customer's usage exceed the average usage within the Customer's Service tier by five times (5X) or more for two (2) consecutive billing months (excessive usage), Mi-Fiber shall reserve the right to upgrade Customer to the next higher Service tier upon appropriate notice. For Customers subscribing to Mi-Fiber's 1 Gig Service, Mi-Fiber shall reserve the right to upgrade Customer to an appropriate commercial plan. Mi-Fiber shall notify the Customer prior to upgrading Customer to the next Service tier or imposing additional fees, should the Customer's usage be identified as excessive.

11. Customer may upgrade to a higher Service tier with no penalty. Customers who receive a promotion based on a certain Service tier and elect to downgrade to a lower Service tier during any term of the Agreement will be charged the value of the promotion (i.e., the cost of free months of Service, monthly discount, etc. that was tied to the Service tier elected in this Agreement).

12. Terms of this Agreement are subject to change based on 30 days' advance notice to Customer. The notice may be provided on Customer's monthly bill, as a bill insert, by email, or by other written communication. Customer's continued use of the Service following any such change indicates Customer's acceptance of the change(s). If Customer does not agree to the change(s), Customer will need to contact Mi-Fiber at 515-850-0500 to cancel Service and return all Mi-Fiber owned equipment.

I have read, understand and agree to the Terms and Conditions as stated in this Agreement, and I acknowledge receipt of an electronic copy thereof. I have read, understand, and agree to abide by the terms as stated in Mi-Fiber's Acceptable Use Policy, Privacy Policy, Internet Terms of Service and Digital Millennium Copyright Act (DMCA) Notice and I acknowledge receipt of electronic copies thereof. I acknowledge these documents represent the entirety of the terms agreed to between the parties, with the exception of any promotional pricing in place at the time of the Agreement. This Agreement shall be governed by and interpreted according to the laws of the State of Iowa.

Customer Signature: _____ **Date:** _____

Account Access Information

Mi-Fiber will only discuss account detail at our retail locations with the account owner and/or those individuals listed as an authorized user on the account and producing a government issued photo ID. For telephone inquiries, we may authenticate the account owner/authorized users through the use of an email address of record or an account access code and backup question combination, only for purposes of Service and account inquiries.

To establish authorized users, create an account access code and backup question, provide an email address of record, and request a preferred wireless network (WiFi) name and password, complete the following:

Add Authorized Users

Legal Name (print)	Relationship	Contact Number

Account Access Code _____

Answer One Backup Question

What is your favorite color? _____

What was the name of your first pet? _____

Make/model of your first car? _____

Email Address of Record for Account Inquiries, Billing and Correspondence (Required)

_____

Preferred Wireless Network (WiFi) Name _____

Preferred Wireless Network (WiFi) Password _____

(Password minimum 12 characters. Mi-Fiber reserves the right to use discretion in accepting wireless network name requests.)

Account Owner (Signature) _____

Account Owner (Print) _____

Date _____