



Customer (“Customer”, “you”, “your”), agrees to be bound to this FTTH Internet Service Activation Agreement (the "Agreement") with respect to all services provided by CEO Technologies, ("CEO", “our”). The Agreement includes the general terms of service set forth below, as well as the additional terms of service applicable to the specific services and features to which you subscribe or have access.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.**

## **Section 1. Fiber-to-the-Home Installation:**

**Phase I** involves CEO trenching to the side of your house to install the fiber lines directly from our infrastructure. If any damage to pre-existing Customer owned infrastructure is damaged during the trenching such as irrigation lines, CEO will replace or repair the section that was damaged. To report damage, please call 979-446-0054 immediately before you call any 3<sup>rd</sup> party servicer. On the side of Customer house, there will be a **Network Interface Device** (“NID”) that will house the fiber line. **Please Note: the NID is property of CEO and installed for ease of use for future adjustments or troubleshoots. Any damage to this device or line caused by the Customer or 3<sup>rd</sup> party could result in additional charges to the homeowner. Internet Taps longer than 200ft will be billed at \$2 per additional foot with selected installation option.**

**Phase II** of the install is the inside the house phase of the install that will require CEO Technologies to install the fiber line from the NID into a pre-designated spot in the residence. This pre-designated spot will be the distribution panel of the residence. Once the line has been run to the panel, we will also install an Optical Network Unit (ONU) in the distribution panel. The ONU is a piece of equipment that makes fiber internet possible and is required for the install. As a result, CEO gives you two options to either purchase or rent the ONU. If you purchase the device, you own the device outright and you will receive a 30-day warranty. If you rent the ONU, the device remains the property of CEO and any malfunctions of the device will be covered by CEO, if not caused by negligence or Acts of God. There is a term limit applied to the rental agreement for up to 18 months. If the Customer decides to cancel services before 18 months, the Customer will owe CEO what is remaining on the term. It is highly recommended that the Customer does not try to troubleshoot slow speeds or outages by directly accessing the ONU due to the fragile nature of the fiber lines. If Customer attempts a troubleshoot and it results in damage to the line, Customer may be charged a service fee for CEO to come out and replace the line. Any 3<sup>rd</sup> party access to the NID is prohibited without a CEO Technician present.

## **Section 2. Internet**

**2.1 Internet Speeds.** Customer agrees and acknowledges that internet speeds are not guaranteed. The Customer also understands that internet speeds that are experienced wirelessly and hard-lined will range based off many different factors related and not related to CEO. These can include but are not limited to the following:

- Users and devices connected to the network
- Customer hardware capabilities
- Performance of Customer owned equipment such as routers, switches or wireless access points
- Technical applications of websites visited
- Environment in and around the Customer's property
- Customer content that is being accessed online

**2.2 Internet Use.** CEO prohibits abuse of the internet from any illegal and/or inappropriate activities including but not limited to illegal downloading, spam, reselling and hacking of any kind. Any instance of abuse will result in account suspension or termination in accordance with our Acceptable Use Policy and Service Agreement.

For complete terms and conditions, please visit our website: <http://www.ceoetc.com/acceptable-use-policy.html>.

### **Section 3: Additional Products:**

At an additional cost, the Customer may also purchase additional CEO approved products that carry a specific configuration for your network. During the installation, our technicians can install these products for you at the prices provided. Please note, all equipment carries a 30-day warranty. The warranty commences at the date of installation of that specific device. If device malfunctions during the warranty, CEO will replace the equipment free of charge. If after the warranty period, you have the option of pursuing a warranty through the manufacturer, purchasing a new version of the product you purchased, or you can purchase a re-conditioned product if available.

**Special Note:** *If you purchase any of the equipment listed above from CEO, we will get the base configuration set up for you. During the installation, the techs will show you how to access the equipment, so you can make changes to fit your needs. After the installation is complete, CEO will not manage the equipment for you. If you need help with the equipment at a future date and time, please call our Customer support team and we can schedule an IT technician to come out for \$95/hr.*

### **Section 4. Responsibility for Equipment:**

CEO will not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over CEO, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages. Additionally, should any damage occur due to negligence of Customer or 3<sup>rd</sup> party negligence, CEO will not be held responsible for any damages incurred on the Customers property or any 3<sup>rd</sup> party involved. This includes damage but not limited to any fiber line/connector, ONU, or CEO owned Infrastructure. The Customer is also responsible for re-installation charges due to negligence and/or Acts of God of any of the listed equipment above.

CEO charges a minimum \$95./hr. service call fee for non-fault service calls. A non-fault service call includes, but is not limited to, equipment faults outside of the scope of our equipment (i.e. home networking equipment, power strips, home wiring and device network cards.)

CEO requires all equipment to be protected by a surge protector or power conditioning device. If any equipment is found to not be protected from electricity surges, the Customer understands that they will be charged labor and equipment replacement fees. CEO Technologies will hold the Customer liable for any damage to equipment.

### **Section 5. Cancellation:**

The Customer reserves the right to cancel services at any time. As a result, any cancellation will need to be sent in to our Customer support team in writing via physical mail or via email at support@ceoetc.com. If you are a FTTH Customer, the only portion of equipment we would recover would be the ONU if the Customer rented the unit. If you are unsure which option you chose, please call our Customer support team at 979-446-0054 or you can check via the online Customer portal.

### **Section 6. Invoices and Payments:**

The charges for one month of Services, including any deposits, activation, installation and additional equipment charges, are due upon installation of the services. Thereafter, Customer agrees to pay monthly recurring charges and equipment charges (if any) in advance, including all applicable fees, taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges) and other government assessments no later than the date indicated on the invoice. Charges for non-recurring services or equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes CEO to charge such accounts.

CEO sends invoices via email on the 20th of the month. All invoices are due on the 1st of each month. If payment has not been received within 25 days of the original invoice date, CEO reserves the right to suspend and/or close the account until payment has been received in full. In the event an account is suspended, a \$35.00 reconnect fee will be payable prior to restoration of service. In the event of a Non-Sufficient Funds (NSF) charge, there will be a \$35.00 fee per NSF charge on the account, or the maximum allowable by law.

Failure to receive an invoice does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a penalty, a credit service charge or a finance charge.

All invoices will be delivered to Customer via the email address provided to CEO upon customer setup. If Customer requires a physical copy of the invoice to be mailed, an additional \$2.00 monthly fee will be assessed for paper processing. Additionally, if Customer elects to pay annually for all applicable monthly services, Customer will receive a 5% discount.

Any question or additional information required, please call our office at 979-446-0054.

### **Section 7. Additional Terms:**

**7.1 Specific Infrastructure.** Currently, CEO has a group of contractors with a combined 60+ years of experience in the industry plowing in conduit and setting equipment throughout neighborhoods. This will include having conduit plowed to the Customer's premise by the contractors who have a plowing rig for this exact purpose. With this infrastructure in place, trained and experienced CEO technicians will be able to run the fiber and bring Customer's internet online in the most expedient manner possible.

Fiber isn't simply the fastest internet on the market today, it is also the most future-proof infrastructure available.

We are excited about plowing in our services because it is both cost effective and causes minimal damage to the landscape. Conventional trenching is messy and leaves scar in the ground 4-6 inches wide for months or even years. Plowing on the other hand only parts the ground about an inch and is easily pressed back together after the conduit has been installed.

**7.2 Concerns.** We understand that homeowners are concerned with this sort of work being done due to the damages which may occur to their property. We would like to offer the following assurances:

1. While we are legally allowed to install our infrastructure anywhere within the public utility easement, we designed the conduit layout with the express intent of avoiding as much landscaping as possible.
2. We are actively working with 811 to ensure all utilities are located and marked in the neighborhood and our contractors have their own locating equipment to minimize the risk of damaging utilities.
3. CEO employs a licensed General Contract (GC). In the event that any irrigation lines, power lines, communications lines, water lines are damaged, CEO will repair at their cost when at fault, with their contractors. Any 3<sup>rd</sup> party contractors brought in by the homeowner to repair any damage caused by the installation of the service lines, will be at the cost of the homeowner. CEO will not be liable to pay any damage costs or bills to 3<sup>rd</sup> party contractors without prior written and approved notice. Please email any issue to [help@ceoetc.com](mailto:help@ceoetc.com).

**7.3 Amendment.** CEO may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. CEO may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on CEO's website, or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. The Customer's continued use of the applicable service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of the all Service(s) and notify CEO that Customer is cancelling this Agreement in accordance with the then-current policy.