

## Truestream Terms and Conditions of Service

By using Truestream fiber optic services, including but not limited to high speed data or phone (individually and collectively "Services") provided by GREAT LAKES ENERGY CONNECTIONS, INC., doing business as Truestream, its affiliates, and subsidiaries (including third parties Truestream may retain to provide the Services) (collectively, "Truestream"), you acknowledge that you are at least 18 years of age and legally authorized to agree to these terms and conditions of service. Additionally, You, individually ("You" or "Subscriber"), and You, on behalf of every member of your household, current and future, every visitor to or guest in your household, and any other person who uses the Services (together with Subscriber, the "Subscriber Group"), agree to be bound by the terms of services for "Services".

If Truestream provides voice services to Subscriber, it will be provided through Momentum and the Truestream phone service affiliate serving Subscriber's area.

Subscriber's signature on work order for installation of Services, the Subscriber Group's use of Services, and/or any other form of signature or action indicating intention to use (e.g. activation of service, online acceptance, e-signature) are evidence of Subscriber Group's agreement to these Terms and Conditions of Service. The Subscriber Group's continued use of the Services after notice of the change shall be considered Subscriber's acknowledgement and acceptance of the changes, and the most-recent version of these Terms and Conditions of Service controls Subscriber's relationship with Truestream.

1. **TERMS AND CONDITIONS OF SERVICE AND BILLING PROCEDURES.** The items listed below outline the terms and conditions of service, billing procedures and relationship between you, the Subscriber and Truestream regarding the provision of the Truestream selected Services. Subscriber agrees to be bound by all the terms and conditions contained herein. Subscriber's signature heron evidences the agreement and certifies acknowledgement of receipt of the "installation packet", which includes, among other things important Subscriber information.
2. **SUBSCRIPTION AND PAYMENT TERMS.** Subscriber is subscribing to Services specified in a separately signed work order which incorporates by reference these terms and conditions. Subscriber agrees to pay monthly charges in advance, including all applicable taxes and fees. Subscriber agrees to pay for all Services provided by Truestream including but not limited to charges for installation and equipment.
3. **LATE/OTHER CHARGES.** You understand that we may impose an administrative late fee ("Late Fee") for each month's charges not paid when due. The Late Fee is intended to be reasonable advance estimate of costs to manage past due accounts. Truestream does not extend credit to our Subscribers and the Late Fee is not interest, a credit service charge or a finance charge. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including Late Charge, before service is restored. Subscriber shall be responsible for any payment processing fees incurred when using a third party to process Subscriber's payments to Truestream. If your check is returned for insufficient funds, NSF charges are in addition to any charges Subscriber's financial institution may assess. If you have not paid amounts due within 30 days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, you agree to pay to us, in addition to other amounts due, all reasonable agency and attorney's fees that we incur, including without limitation, court costs.
4. **OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** "Equipment" includes all Equipment installed in or on your premises by Truestream including, without limitation, optional network units and wiring. This equipment and other Truestream property and facilities (Equipment) delivered to Subscriber and/or installed on the premises to receive the Service shall remain the sole and exclusive property of Truestream. Subscriber assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the units by Truestream or return of the units by Subscriber. You agree to pay Equipment lease charges (if any) associated with the Service. Upon termination of service for any reason, you agree to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Truestream within 5 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to Truestream for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Subscriber's control, Subscriber shall be liable to Truestream for the full replacement cost of any unreturned or damaged Equipment.

You understand and agree that any deposit account may be used to offset the cost of any unreturned or damaged Equipment. Further, you understand and agree that Truestream may charge your credit card on file at

termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

5. **TAMPERING/MISUSE/LOST/STOLEN.** You shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from your premises and used in another location. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the Equipment.
6. **TERMINATION OF SERVICE BY SUBSCRIBER.** You may terminate Service by providing us at least 7 days advanced notice. You may terminate Service in person at the system office or by telephone. Account holders are liable for all Services rendered by us up to the time the account has been de-activated and we have received all Equipment.
7. **THEFT OF SERVICE.** The receipt of Services without our authorization is a crime. You understand that the law prohibits willful damage, alteration or destruction of Equipment. You can be subject to both civil and criminal penalties for such conduct. Subscriber shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from Truestream.
8. **TERMINATION OF SERVICE BY SERVICE PROVIDER.** We will give you five (5) days' prior written notice of a disconnection of all or part of your Service, except if the disconnection is requested by you or is necessary to prevent theft of Service. If your bill is ten (10) days' past due, we may disconnect your Service. Upon termination for any reason, we may charge additional fees on any unpaid balance. You understand and agree that any deposit account may be used to offset any outstanding balance and or the cost of any unreturned or damaged Equipment. Further, you understand and agree that Truestream may charge your credit card on file at termination of Service for the amount of any outstanding balance and/or for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
9. **CHANGES IN SERVICE/CHARGES.** We may change our Services and charges, including discontinuing Services. We will give you thirty (30) days' prior written notice of increases or other changes in charges or Services in conformity with applicable law. You acknowledge that the content, programs and/or formats of the Services may be discontinued, modified or changed by the providers of the Services at any time without prior notice.
10. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided to you at the address where Truestream installation is performed. Subscriber may not transfer Subscriber's rights or obligation to the Service to any successor tenant or occupant or to any other address without Truestream's prior written consent.
11. **SERVICE AND REPAIRS.** We will make reasonable efforts to maintain our system and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is your sole responsibility and you must pay us for the cost of repair or replacement.
12. **ACCESS ON PREMISES.** By entering into this Agreement, you hereby grant to Truestream or its agents a license to enter upon your premises and property to construct, install, maintain, inspect and/or replace all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you have authority to grant such a license to Truestream or that you have obtained the consent from the owner of the premises for us to make the installation and maintenance contemplated by this Agreement. Furthermore, as the owner of the premises at which the Services are provided, you will upon request, grant to Truestream a perpetual easement without charge on and through my premises to construct, install, maintain, inspect and/or replace our outlets, transmission lines and all other Equipment necessary to provide Services to you and others.
13. **SUBSCRIBER PROPERTY.** Truestream assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber-provided equipment and/or software. Subscriber is responsible for the repair and maintenance of Subscriber-provided equipment and/or software. Truestream is no responsible or liable for any loss or impairment of Truestream's Service due in part or whole to a malfunction, defect, or otherwise cause by Subscriber-provided equipment and/or software.
14. **COMPLIANCE WITH AGREEMENT.** We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.

15. **CORRESPONDENCE.** Do not mail written correspondence with your bill statement. PLEASE SUBMIT ALL CORRESPONDENCE TO Truestream at 1323 Boyne Ave., P.O. Box 70, Boyne City, MI 49172.
16. **PRIOR ACCOUNTS.** You warrant that you have no outstanding balances or amounts owed to Truestream or Great Lakes Energy Cooperative from previous accounts with Truestream or Great Lakes Energy Cooperative. If Truestream finds a prior account with Subscriber with outstanding balances or amounts owed to Truestream, or Great Lakes Energy Cooperative then Truestream may apply any funds received to that prior account.
17. **AMENDMENT.** We may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notifications to you.
18. **SECURITY DEPOSIT:** Any security deposit required of Subscriber for Truestream Service of Equipment will be due and payable upon the first monthly billing. Such security deposits will be returned to subscriber within sixty (60) days of termination of Truestream's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Equipment undamaged. If Truestream is holding a deposit on Subscriber's account, Truestream has the right to apply the deposited amount against any outstanding balance or shortfall in payments.
19. **SUBSCRIBER WARRANTIES.** You represent and warrant that you are at least 18 years of age and are legally authorized to enter into this Agreement. You warrant that you are legally empowered to authorize Truestream to enter upon the premises for the purposes set forth in this Agreement, including but not limited to: (a) placing fiber optic transmission lines near or adjacent to the current locations of other utilities on the property, and if necessary, to install an above ground pedestal on the premises; (b) attaching wiring and equipment to a structure; and (c) installing, maintaining, repairing, or disconnecting Service. You represent and warrant that you have disclosed and/or properly identified all underground facilities on your property and brought those facilities to our attention.
20. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. a.) Truestream makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder. b.) Limitation of Liability. Truestream shall not be liable to Subscriber for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of Truestream, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails. c.) Subscriber Exclusive Remedy. Truestream entire liability and Subscriber's exclusive remedy with respect to the use of the Services or any breach by Truestream of any obligation Truestream may have under these Terms and Conditions shall be Subscriber's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall Truestream liability to Subscriber for any claim arising out of this Agreement exceed the amount paid by Subscriber during the preceding thirty (30) day period.
21. **SUBSCRIBER INDEMNIFICATION.** YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TRUESTREAM AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.
22. **SERVICE INTERRUPTIONS.** All Services are provided on an "AS IS" and "AS AVAILABLE" basis. We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming. We will restore service within a reasonable amount of time after you report a service interruption or other problem if the cause was not beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather.

23. **VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY-** You understand and acknowledge that you may lose access to Truestream 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) **TRUESTREAM'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, Truestream must have your current service address and if you move your Service to a different address without Truestream's prior approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding or the Truestream Phone service (including 911/E911) may fail altogether. You are required to notify Truestream 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 Truestream shall have no liability for any damages caused, directly or indirectly, by Subscriber's inability to access the Services, including the Truestream phone and 911/E911 services. You agree to defend, indemnify, and hold harmless Truestream, 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.
24. **VOICE SERVICES-DIRECTORY LISTING.** Truestream offers Subscriber a private number service as the default, or a directory listing upon request. Depending on the location and Subscriber's preference, Truestream 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. Truestream limits the length of any listing in the directory by the use of abbreviations when, in Truestream'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. Truestream'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. Truestream's voice provider has no control over information appearing in the directory lists or directory assistance databases of directory publishers or directory assistance providers which are not owned or controlled by them.
25. **INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream/upstream Internet access data may be transferred between Truestream's facilities and the network interface device at your home, office or apartment building. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Subscriber's modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond Truestream's control. Actual internet speeds vary due to many factors including the capacity or performance of your computer or modem and its configuration, your wiring and any wireless configuration, your destination and traffic on the Internet, internal network or other factors at the internet site with which you are communicating, congestion on the network and the general speed of the public internet. The actual speed may affect your on-line experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, we reserve the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service Subscribers.
26. **INTERNET USE.** You understand that use of our internet Service is subject to our Acceptable Use Policy, as may be amended from time to time, which can be found at [www.truestreamfiber.com](http://www.truestreamfiber.com), or may be requested by contacting us at Truestream at 1323 Boyne Ave., P.O. Box 70, Boyne City, MI 49712 or by phone at 1-888-GTLAKES. You assume all responsibility and liability for the security of information on your personal devices,

including but not limited to your computer, and information you transmit or receive through the Services. We have no responsibility and we disclaim any liability for the security of any information on your personal devices, or the security or accuracy of any information or data transmitted or received through the Services. We have no responsibility and we disclaim any liability for unauthorized access by third persons to your personal devices, files, or data or any loss or destruction of your files or data.

**THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE DOWN LOAD AND RETAIN A COPY OF THIS AND ALL ACCOMPANYING DOCUMENTS AND STORE THEM WITH YOUR OTHER IMPORTANT PAPERS**

**ATTACHMENT A**  
**Emergency Services 911 Dialing**

This Attachment A sets forth the terms and conditions under which SERVICE PROVIDER will provide to you Emergency Service 911 Dialing as an element of the Voice-over the-IP (Phone Services).

1. You will have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address may be sent to the local emergency center assigned to your location. Emergency operators may have access to the information they need to send help and call you back if necessary. We do not have control over emergency operators nor can we guarantee that a 911 call will be routed to the correct operator. Subscribers in locations where the emergency center is not equipped to receive their telephone number and address may have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.
2. You agree to assume the obligation to inform any employees, guests and other third persons who may be present at the physical location where you utilize the services and/or products we provide under this Agreement of the important differences in and limitations of your phone service as compared with basic 911 or E911. The documentation that accompanies each telephone device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each device, to place the 911 Sticker as near as possible to each phone that you use with the service. If you did not receive a 911 Sticker with your telephone device, or you require additional 911 Stickers for phone devices we do not provide, please contact our Subscriber care department at 1-888-538-3960 for additional 911 Stickers which we will provide for no additional cost.
3. This service is provided at a specific permanent address and not available as a nomadic offering. Before you move the telephone device(s) to another location, you must notify us to determine if service can be provided at your new permanent address. Service will only be provided at locations where E911 or basic 911 connectivity are available.
4. Your 911 Dialing feature will not be activated for any phone line that you are using with our service, **UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM US CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.**
5. In the event of a power failure, network backup power systems are in place. The device providing service also provides limited battery backup. Excessive use during a power outage will result in shortened life of the internal battery. The device will provide indication of low battery voltage. You should notify us for instructions or replacement. Failure of network power backup systems or the telephone device's internal backup system during a power failure or disruption will prevent all service, including 911 dialing from functioning.
6. Service outages, suspensions or disconnections of your broadband service will prevent all service, including 911 Dialing, from functioning. **SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.** Service outages due to disconnection of your account will prevent all service, including 911 Dialing, from functioning.
7. Other third party transport providers may intentionally or inadvertently block the ports over which the service is provided or otherwise impede the usage of the service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your service, including the 911 Dialing feature, may not function. You acknowledge that we are not responsible for the blocking of ports or any other impediment to your usage of the service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the service, you will continue to be responsible for payment of the service charges unless and until you disconnect the service in accordance with this Agreement.
8. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks. Momentum does not have any control over whether, or the manner in which, calls using 911 dialing service are

answered or addressed by any local or national emergency response center. Momentum and our suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. Momentum and our suppliers rely on third parties to assist in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. Momentum and our suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER MOMENTUM, OUR SUPPLIERS, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING SERVICE. Subscriber shall defend, indemnify, and hold harmless Momentum and our suppliers, our officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Subscriber in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the service to be able to use 911 Dialing or access emergency service personnel.

9. If you are not comfortable with the limitations of the 911 dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the service.”