

## RESIDENTIAL NETWORK SERVICES AGREEMENT

Lawrenceburg Municipal Utilities on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Whiskey City Fiber & Data") will provide its Internet access service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP"), the General Terms and Conditions for Whiskey City Fiber & Data Residential Services and the Whiskey City Fiber & Data Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"), all of which may be found at [www.whiskeycity.com](http://www.whiskeycity.com), under "Terms of Service/Policies."

Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Internet Service and notify Whiskey City Fiber & Data's Customer Service at (812) 532-3500 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. The Terms of Service constitute a legal binding document.

Whiskey City Fiber & Data regularly updates and amends these Terms of Service. Subscriber should consult Whiskey City Fiber & Data's website [www.whiskeycity.com](http://www.whiskeycity.com) to be sure Subscriber remains in compliance.

1. Equipment: To use the Internet Service, Subscriber must meet minimum computer, device, in-home network, and system requirements as identified by Whiskey City Fiber & Data.
  - a. Computer Equipment: The personal computer or device that Subscriber uses to access the Internet Service must meet minimum configuration standards. Please refer to Whiskey City Fiber & Data's System Requirements for the current specifications. The minimum configuration standards may change, and Whiskey City Fiber & Data will make reasonable efforts to support previously acceptable configurations; however, Whiskey City Fiber & Data is not obligated to continue to provide



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such support. Whiskey City Fiber & Data may supply equipment such as modems, gateways, routers, or wireless cards, at no charge or for a one time or reoccurring fee, to operate the Internet Service. Subscriber acknowledges that such equipment may require updates and/or changes to the software resident in the equipment and that Subscriber may be required to perform such updates and/or changes. Notwithstanding, Subscriber hereby authorizes Whiskey City Fiber & Data to perform updates and/or changes, on-site or remotely from time to time as Whiskey City Fiber & Data deems necessary, in Whiskey City Fiber & Data's sole discretion.

- b. Whiskey City Fiber & Data does not provide technical assistance for third-party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product. Whiskey City Fiber & Data is not responsible for the operation or support, maintenance or repair of any equipment, software, or services that Subscriber elects to use in connection with the Internet Service.
  - c. Subscriber will not connect any equipment, other than equipment authorized by Whiskey City Fiber & Data, to the cable modem outlet. Subscriber understands that failure to comply with this restriction may cause damage to the Whiskey City Fiber & Data network and subject Subscriber to liability for damages and/or criminal prosecution. Subscriber may not alter, modify, or tamper with the Equipment or the Internet Service, or permit any other person, not authorized by Whiskey City Fiber & Data, to do the same.
2. Network Interface: When Whiskey City Fiber & Data installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection. Alternatively, subscriber may connect to a home networking device (commonly referred to as a router or gateway).
  3. Cable Modem/Other Whiskey City Fiber & Data Equipment: Subscriber may obtain a cable modem from Whiskey City Fiber & Data or may purchase and use a cable modem purchased at retail from a from a third party, provided that such retail device has been tested, certified and approved by Whiskey City Fiber &

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Data in accordance with its DOCSIS Modem Policy

[www.whiskeycity.com/modems](http://www.whiskeycity.com/modems), under which are set forth the minimum specifications for cable modems approved for use with Whiskey City Fiber & Data's network, systems and services. Monthly charges for Internet Service will not be reduced or otherwise discounted if the Subscriber elects to use a third-party modem. Subscriber must return cable modems and any other equipment leased from Whiskey City Fiber & Data at the end of the lease period.

4. Software: At the time of installation of the Internet Service, Whiskey City Fiber & Data may provide Subscriber with common Whiskey City Fiber & Data or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service. Whiskey City Fiber & Data does not support third-party software. Any and all software provided by Whiskey City Fiber & Data is the property of Whiskey City Fiber & Data and/or its suppliers and licensors. Whiskey City Fiber & Data hereby grants Subscriber a nonexclusive, nontransferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by Whiskey City Fiber & Data and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in the Terms of Service and the AUP. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Subscriber by Whiskey City Fiber & Data. Upon any termination or expiration of the Terms of Service or the disconnection of Subscriber's Internet Service, this license will terminate and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer system). Subscriber hereby represents and warrants to Whiskey City Fiber & Data that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the Whiskey City Fiber & Data network.
5. Security: Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber

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assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items and to prevent unauthorized access to the Internet Service, and Subscriber, not Whiskey City Fiber & Data, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. Whiskey City Fiber & Data does not warrant that others will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does Whiskey City Fiber & Data warrant that the data or files will be free from computer viruses or other harmful components. Whiskey City Fiber & Data has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet. Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third-party.

6. Additional Features, Functionality and Tools: Any additional service features, functionality, and tools that Whiskey City Fiber & Data offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by Whiskey City Fiber & Data.
7. Monitoring the Internet Service and Privacy: Whiskey City Fiber & Data takes the protection of our Subscribers' privacy seriously. Whiskey City Fiber & Data has no obligation to monitor content; however, Subscriber agrees that Whiskey City Fiber & Data has the right to monitor the Internet Service (including but not limited to, content and Subscriber equipment as it may affect the Internet Service from time to time) in accordance with the Terms of Service, the AUP, and Whiskey City Fiber & Data's Privacy Policy.
8. For content residing on Whiskey City Fiber & Data's servers, Whiskey City Fiber & Data reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in Whiskey City Fiber & Data's possession about or related to Subscriber, Subscriber's use of the Internet Service or otherwise as





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necessary to satisfy any applicable law, or otherwise to preserve the security of the System or Whiskey City Fiber & Data subscribers' information.

For more information on Whiskey City Fiber & Data's approach to Subscriber's privacy, please refer to the Whiskey City Fiber & Data Residential Subscriber Privacy Policy.

9. Rights Infringement: Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving, or using such materials. Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. Whiskey City Fiber & Data assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain or may otherwise be used for such purposes.

If Whiskey City Fiber & Data receives a notice from a copyright owner alleging that Subscriber has committed copyright infringement, Whiskey City Fiber & Data will notify Subscriber of the alleged infringement. Whiskey City Fiber & Data may determine that Subscriber is a repeat copyright infringer if Whiskey City Fiber & Data learns that Subscriber has engaged in online copyright infringement on more than one occasion. Whiskey City Fiber & Data reserves the right to suspend or terminate the accounts of repeat copyright infringers.

10. Term: Whiskey City Fiber & Data Internet Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Whiskey City Fiber & Data for breach (including nonpayment) of the Terms of Service or a violation of the AUP. Whiskey City Fiber & Data will not be responsible for the return of data stored on Whiskey City Fiber & Data's servers,



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such as web and e-mail servers if Subscriber's account is suspended or terminated.

#### 11. Disclaimer of Warranties and Limitation of Liability.

- a. **No Warranty:** Subscriber agrees that Subscriber uses the Internet Service and any software and equipment supplied by Whiskey City Fiber & Data at Subscriber's sole risk. The Internet Service and Whiskey City Fiber & Data equipment are provided on an "as-is basis", if applicable, without warranties of any kind including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. Whiskey City Fiber & Data does not warrant uninterrupted use of Internet Service. Whiskey City Fiber & Data does not warrant that the Internet Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components, even if countermeasures have been deployed. Whiskey City Fiber & Data does not warrant that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Subscriber's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable Internet users to gain access to Subscriber's equipment or to monitor Subscriber's activity and conduct while using the Internet Service.
- b. **Anti-Spam Software:** Subscriber acknowledges and understands that Whiskey City Fiber & Data utilizes anti-spam software and that such security technology is a feature of the Internet Service that may block incoming and outgoing electronic mail. Whiskey City Fiber & Data does not warrant that such feature will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/spam. Consistent with other statements set forth in this section, Whiskey City Fiber & Data does not warrant that such feature will be error-free.
- c. **Security Software:** In addition, in its sole discretion, Whiskey City Fiber & Data may make available to Subscriber security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software,

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parental control software, and anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system in conjunction with the Internet Service. Any such security software provided by Whiskey City Fiber & Data to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). Subscriber understands and agrees that Whiskey City Fiber & Data and its third-party suppliers of any such security software do not guarantee its accuracy, efficacy, or performance. Subscriber understands and agrees that Whiskey City Fiber & Data and its third-party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its non-performance.

- d. Third Party Sites: When Subscriber uses the Internet Service and/or accesses Whiskey City Fiber & Data web sites, Subscriber may encounter links allowing Subscriber to visit web sites operated or owned by third parties ("Third Party Site(s)"). Whiskey City Fiber & Data provides these links as a convenience and they are not under the control or ownership of Whiskey City Fiber & Data. The presence of a link to any Third-Party Site is not an endorsement by Whiskey City Fiber & Data of the Third-Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third-Party Site. Subscriber's use of any third-party site is governed by the various legal agreements and policies posted at that web site.
- e. Bandwidth.
  - i. Subscriber understands and agrees that Whiskey City Fiber & Data does not guarantee that any particular amount of bandwidth on the Whiskey City Fiber & Data network or that any speed or throughput of Subscriber's connection to the Whiskey City Fiber & Data network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity





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limitations, governmental actions, events beyond Whiskey City Fiber & Data's control, and system failures, modifications, upgrades and repairs. Subscriber understands that Subscriber's wireless connections and use of wireless routers may be subject to greater fluctuations in speed and latency and may be adversely affected by interference, congestion, distance, and other outside factors.

- ii. Subscriber understands that Whiskey City Fiber & Data may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Whiskey City Fiber & Data's AUP. Subscriber should reference Whiskey City Fiber & Data's AUP for additional details.
- iii. Subscriber further understands and agrees that, to allocate bandwidth across all of its users, Whiskey City Fiber & Data may employ reasonable network management techniques

12. Limitation of Liability/Exclusive Remedy: Whiskey City Fiber & Data's entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Whiskey City Fiber & Data of any obligation Whiskey City Fiber & Data may have under these Terms of Service, shall be Subscriber's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Whiskey City Fiber & Data to Subscriber. In addition, Whiskey City Fiber & Data shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Whiskey City Fiber & Data shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.

13. Network Security and Management: Subscriber agrees that Whiskey City Fiber & Data may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. Whiskey City Fiber & Data may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest







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number of its subscribers. Whiskey City Fiber & Data may take these actions, with or without notice, in situations where Whiskey City Fiber & Data believes, in its sole discretion that Subscriber may harm the Whiskey City Fiber & Data network or disrupt the performance of the Internet Service for other users or where Subscriber is transmitting or is otherwise connected with what Whiskey City Fiber & Data considers in its sole discretion to be spam or other malicious code or software. Subscriber agrees that Whiskey City Fiber & Data is entitled to damages if Subscriber is transmitting or is otherwise connected with spam or other malicious code or software. Subscriber agrees Whiskey City Fiber & Data is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Subscriber agrees to pay Whiskey City Fiber & Data liquidated damages of five dollars (U.S. \$5.00) for each piece of spam or other malicious code or software transmitted from or otherwise connected with Subscriber's account.

14. Additional Terms for Whiskey City Fiber & Data WiFi: WCFD WiFi supported by the WCFD-provided wireless router ("Whiskey City Fiber & Data Router") is a service available to certain subscribers and provides wireless access to the Whiskey City Fiber & Data Internet Service within the Subscriber's residence ("Home Network") and beyond the Subscriber's residence, for which Subscriber may be charged a fee consistent with Whiskey City Fiber & Data's then-current practices. The Whiskey City Fiber & Data Managed Router comes programmed with certain default settings and configurations for the Home Network. Subscriber may modify the default settings and configurations on the Whiskey City Fiber & Data Managed Router although Whiskey City Fiber & Data recommends maintaining the default configuration and settings. Whiskey City Fiber & Data does not guarantee the security of the Whiskey City Fiber & Data Managed Router and Subscriber's connection to the Internet Service via the Home Network. Whiskey City Fiber & Data WiFi accessed beyond the Home Network may be subject to additional terms and conditions imposed by the respective third party whose network the Subscriber may access. Whiskey City Fiber & Data is not responsible for the speed or performance of the Internet Service to the extent accessed by Subscriber on a third-party network. Subscriber understands and agrees that Subscriber is solely responsible for the security of their Home Network and must enable and use encryption in order to access Whiskey City



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Fiber & Data-provided applications. Whiskey City Fiber & Data reserves the right to preconfigure the Whiskey City Fiber & Data Managed Router to distribute a wireless Internet access point (i.e. a Whiskey City Fiber & Data WiFi Hotspot) separate from the Home Network. Any use of bandwidth from such wireless access point by third-parties will not be considered to be use by the Subscriber for any purpose. Subscriber shall have the right to disable such Whiskey City Fiber & Data WiFi Hotspot and shall not be responsible for the security of the WiFi Hotspot. The Whiskey City Fiber & Data Managed Router will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Whiskey City Fiber & Data to provide the Internet Service and support, as well as for Whiskey City Fiber & Data's internal business analytics regarding the use of the Internet Service. Subscriber acknowledges and agrees that Whiskey City Fiber & Data shall have access to the network name and password associated with the Whiskey City Fiber & Data Managed Router in order to provide support and diagnostic services. Whiskey City Fiber & Data reserves the right to modify the network name and password for the Whiskey City Fiber & Data Managed Router in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges that the Whiskey City Fiber & Data Managed Router is Whiskey City Fiber & Data Equipment.

15. General Subscriber Responsibilities and Warranties: When Subscriber completes registration for the Internet Service, Subscriber must establish an identity by selecting a user name and password to be used by Subscriber to access the Internet Service. Subscriber is responsible for maintaining the confidentiality of their user name and password. Subscriber agrees that Subscriber is responsible for anyone using Subscriber's computer system, password or name or user name in connection with the Internet Service and for ensuring that anyone who does use the Internet Service through Subscriber's computer or access to the Internet Service, does so in accordance with the Terms of Service and the AUP.



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Subscriber agrees to take all reasonable measures necessary to ensure that the Internet Service is not used by another without Subscriber's consent.

16. Subscriber shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, updates, or supplements that may be necessary for (i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of Whiskey City Fiber & Data's network and other subscribers. For purposes of clarification, Whiskey City Fiber & Data hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.
17. Amendment: Whiskey City Fiber & Data may, in its sole discretion, change, modify, add, or remove portions of the Terms of Service at any time. Whiskey City Fiber & Data may notify Subscriber of any such changes by posting notice of such changes on Whiskey City Fiber & Data's website at [www.whiskeycity.com](http://www.whiskeycity.com), under "Terms of Service/Policies", or sending notice via electronic mail or U.S. postal mail. The Subscriber's continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of the Terms of Service, Subscriber must immediately cease using the Internet Service and notify Whiskey City Fiber & Data that Subscriber is terminating the Internet Service. In addition, the Terms of Service are subject to change in compliance with applicable law.
18. Entire Agreement: The Terms of Service shall be posted at [www.whiskeycity.com](http://www.whiskeycity.com), under "Terms of Service/Policies," and are the only terms and conditions that govern the Internet Service. No undertaking, representation or warranty made by any agent or representative of Whiskey City Fiber & Data in connection with the sale, installation, maintenance, or removal of the Internet Service shall modify or amend the Terms of Service.