

Internet Service Agreement

This general service agreement is subject to the terms and conditions set forth in this Internet Service Agreement (hereafter "this Agreement", "the Agreement", "this Service Agreement", "the Service Agreement"). Customer agrees to abide by the terms and conditions of this Agreement and the service policies posted on PMU's website. The customer also agrees to pay Paragould Municipal Utilities the complete price for the services as agreed upon at activation.

Scope of the Agreement:

The Internet is a computer network of inter-operable packet switched data networks. PMU does not own, operate or manage the Internet and the Internet is in no way affiliated with PMU. Therefore, you agree that PMU cannot guarantee that the services will provide Internet access that is sufficient to meet your needs. You agree that the use of the Internet and the Services is solely at your own risk and is subject all applicable local, state, federal, and international laws and regulations.

Broadband Internet Access Service (BIAS)

Description of Service – Our Broadband Internet Access Service provides the customer with access to the Internet through a collection of network technologies. The primary method of connectivity to most customers is "fiber internet". Fiber internet is a system of communication from a terminal at the customer's location to our main switching facility over fiber optic lines using the GPON standard. The Optical Network Terminal ("ONT") is installed by PMU at the customer premises and is considered part of the fiber network infrastructure, owned and administered wholly by PMU. The terminal may not be moved or tampered with by the customer; only PMU may move or manage the terminal. The terminal only provides access to the network and the customer must provide whatever equipment is desired to use the network – a computer or a router if the customer wishes to have their own private network that multiple devices can access. Alternately, if the customer wishes to have a private network but does not want the expense and work of providing their own router they may subscribe to PMU's managed wireless service for a small monthly fee. Our current fiber internet network configuration is set up for and typically sees downstream speeds of up to 1 gigabit per second (or less, depending on the service packages subscribed to) and latency of < 5ms between the customer premises and the PMU network perimeter when operating normally. Fiber Internet connections are suitable for real-time applications such as video streaming, VoIP, gaming, etc. under normal conditions. These metrics have been gathered from testing internally and by service personnel during installation and service calls at customer premises.

Impact of non-BIAS Data Services – PMU provides non-BIAS data services in the form of IPTV, CATV, and connectivity to devices used for specialized services over the same networks as

BIAS data services. The PMU network has been designed with these services in mind and these non-BIAS data services have a negligible effect on bandwidth available to BIAS data services. Under normal circumstances BIAS subscribers will notice no effects from proper operation of the PMU-provided non-BIAS data services.

Blocking, Throttling, and Prioritization

PMU strives to offer BIAS data services to customers as free from impediments as is possible. We do not throttle, block, or prioritize any customer's traffic for financial gain or for the purposes of giving preferential treatment to one service or customer over another. However, the practical needs and concerns of the customers served by PMU do necessitate some activities in these categories.

Blocking – PMU generally does not block any service or traffic of any nature. However, it may become necessary for the protection of the network to block one or more users from some or all communications over PMU's networks on a temporary basis. For example, in the case of a Denial of Service attack PMU may find it necessary to block traffic to or from a customer in the PMU network to prevent the attack from crippling the entire network. Such blocks are removed as soon as is practicable.

Throttling – Fiber Internet customers do not have any sort of data cap restriction based on usage.

Prioritization – PMU does not prioritize the traffic of one internet data service provider over another. PMU may prioritize traffic based on type and generally accepted industry standards – for example, a customer who subscribes to the PMU IPTV service may have their IPTV data given slightly higher priority than their general web surfing data. PMU may also prioritize based on data source and in the interest of the public good – giving slightly higher priority to utility command and control data traffic over general web traffic or giving higher priority to the communications needs of public safety organizations such as police, fire department, etc. The PMU network has been designed such that this prioritization should not have any significant effects on non-prioritized traffic under normal conditions. PMU DOES NOT prioritize any commercial interests over those of another.

Content of Communication:

Customer must evaluate and bear the risks associated with the subject matter, accuracy, completeness or usefulness of any content available to you or transmitted by you while using the Services. You understand that PMU is not liable for any action or inaction with respect to any content posted on or through the Services of the Internet.

Copyright and Other Rights:

The Services provide access to content that is protected by copyrights, trademarks, intellectual property rights. You agree that you will not post, transmit, or download content that is subject to another party's rights using the Services without that party's express permission. Such unauthorized uploading, downloading, posting or transmitting: (1) may result in immediate termination of this Agreement, and (2) may result in civil or criminal liability.

By posting or transmitting content to any public area (e.g., public chat rooms, message boards, software libraries, social media, etc.) customer represents and warrants to PMU that you have the right to post or transmit such content and that such content does not infringe any copyright of, violate any right of privacy or libel, or violate any other intellectual property rights of any other entity. You hereby agree to indemnify PMU for any loss, liability, claim, or expense whatsoever arising out of or in connection with any unauthorized posting, or transmission, downloading, or any other use by you of the Services found to be in violation of applicable law, PMU's AUP, or this Service Agreement.

Warranties and Disclaimers:

PMU warrants that the Services will be provided in a professional workmanlike manner. Customer must notify PMU of any alleged breach of this warranty within 30 days after becoming aware of such alleged breach. If a claim occurs under guarantee and Customer notifies PMU within the required period, PMU will use reasonable efforts to repair, correct, restore, or replace the interrupted Services. This is the only obligation of PMU and your only remedy for any breach of any warranty and guarantee.

EXCEPT AS EXPRESSLY SET FORTH, HEREIN, THE SERVICE AND THE INTERNET ACCESS SERVICE SOFTWARE IS PROVIDED ON AN BEST EFFORT/GOOD FAITH BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. IN PARTICULAR, PMU DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ON AN UNINTERRUPTED OR CONTINUOUS BASIS.

Limitation of Liability:

PMU shall not be liable to the customer or to any other party for any consequential, indirect, or speculative damages of any kind including, without limitation, loss or liability resulting from: (1) loss of data; (2) loss of software or hardware; (3) loss or liability resulting from computer viruses or malicious software; (4) loss or liability resulting from data non-delivery or data mis-delivery; (5) loss and liability resulting from any errors, omissions, or mis-statements in any and all information, goods, or services obtained on or through the service, and (6) loss or liability resulting from acts of God. This limitation of liability applies even if PMU is informed of the possibility of such damages.

PMU's entire liability with respect to your use of the Services, as well as any breach of this Agreement, is solely limited to the amount you have paid to PMU in connection with the Services provided herein.

Term:

Customer agrees that use of the Services binds the customer to the Agreement. This agreement will continue on a month-to-month basis until terminated. All hardware issued for the Services remains the property of PMU unless purchased by the customer and must be returned to the offices of PMU at 1901 Jones Road, Paragould, AR 72450 upon termination of service.

Billing:

PMU will send Customer a monthly invoice. Charges shall be billed the month after use of Services.