



Cherry Capital Connection, LLC

A Modern Local Telephone Company & service provide

www.cherrycapitalcommunications.com

Cherry Capital Connection, LLC, dba Cherry Capital Communications ("C.C.C.") provides Internet access and Voice Over Internet protocol (VoIP - telephone) ("Service") using fiber optic cable ("Delivery"). This Delivery is designed to pre-commit potential customers along a construction route or road segment to initiate Service if C.C.C., in its sole discretion, is able and willing to install and activate available fiber optic cable for Delivery.

Each service pod (area or neighborhood) is unique and C.C.C. is devoted to installing fiber optic cable and activating Service to your location when it is economically and technically feasible. The more locations that pre-commit along a construction route or road segment, the more likely C.C.C. can decide to install fiber optic cable and activate Service. This Fiber-Hood fiber optic cable Delivery and activation process does not guarantee that C.C.C. can or will install fiber optic cable and activate Service.

By using the Service, Customer agrees to be bound by the terms of this agreement and to the C.C.C. Terms of Service & Acceptable Use Policy, which is posted to the C.C.C. website <https://www.cherrycapitalcommunications.com>, which Customer acknowledges having read. C.C.C. reserves the right to change these policies at any time and without notice. Customer's continued use of the service after any changes to the Terms of Service or Acceptable Use Policy shall reflect Customer agreement thereto.

Delivery Program Pre-Commitment Terms

By participating in the Delivery Program and in consideration of C.C.C. exercising its sole discretion to install fiber optic cable along a construction route or road segment adjacent or abutting Customer's property, Customer agrees for the Delivery Program Commitment Terms that -

1. Upon C.C.C. 's written notification of it's discretionary decision to install fiber optic cable along a construction route, road segment or abutting Customer's property ("Written Notification"), C.C.C. will bill and you agree to immediately pay the Total Estimated Install Costs (as determined by C.C.C.) and any Prepaid Monthly Service Fee.
2. Upon Written Notification, C.C.C. will install fiber optic cable along a construction route or road segment abutting or adjacent to your service address listed in this agreement and C.C.C is authorized to install and activate Service as outlined herein;
3. Upon connection via fiber optic cable, Service will be billed at the published and agreed to monthly service and connection fees (see below);
4. Upon connection via fiber optic cable, C.C.C. will provide Service as outlined and subject to terms herein, including Terms of Service or Acceptable Use Policy;
5. Upon Written Notification or connection via fiber optic cable, Customer agrees to sign and notarize an easement agreement for utility and fiber access. This easement agreement may or may not be filed with the county at the sole discretion of C.C.C.

Service Payment Terms

Upon connection via fiber optic cable, Customer agrees -

- C.C.C. will send a monthly statement/Invoice by e-mail around the 15th of the month (see fee schedule for paper invoice),
- The monthly Service fee is paid in advance, autopay via credit card or echeck on the 1st of each month or earlier through customer portal, or via check (see fee schedule for processing check),
 - C.C.C strongly encourages autopay via credit card or echeck (for best value),
 - Special written arrangement must be obtained and agreed to by C.C.C. for any payment via check,



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- All past due accounts are subject to disconnection of Service at C.C.C. discretion and assessed a late fee (see billing and cancellation policy),
- All past due amount(s) and any re-connection fees must be paid in full to restore service,
- Accounts more than 30 days past due may be terminated and equipment removed by C.C.C. qualified staff.

Equipment Ownership, damage, Repair - Upon Written notification, C.C.C. will install underground or overhead fiber optic cable from the nearest splice point up to and into the Customers building and install equipment outside and inside the Customer's building. The cable, enclosures, equipment, power supplies and connectors is the sole property of C.C.C. Customer is responsible for the cost to repair or replace any cable, enclosures, equipment, power supplies and connectors lost, stolen or damaged including damage due to weather, lightning or acts of God unless participating in ESP program (see fiber fees) and account is in good standings. If you need to dig on your property, please contact MissDIG at (800)482-7171. Additionally, contact our office at 231-264-9970 and C.C.C. will locate and mark any underground C.C.C. cable at no charge. MissDIG will locate underground utilities at no charge. MissDIG and C.C.C. requires up to 14 days to respond. The Customer is responsible for all costs to repair any damage due to digging on the Customer's property. Upon termination of this agreement, the Customer agrees to allow C.C.C. to remove the equipment and/or cable or to allow the equipment and cable to remain at the location for future use. C.C.C. is not responsible for damage to unknown or unmarked public utility lines.

Private Utilities - Customer must provide C.C.C. with location and depth of any known private utility lines (water, septic, electric, telephone, satellite TV, propane, dog fence etc). C.C.C. will take best efforts to avoid damage to known private utility lines. C.C.C. is not responsible for damage to unknown private utility lines.

Ground Surface and Vegetation Disruption - There may be some minor disruption to vegetation, yard and ground on your property from our fiber optic cable installation effort. In lawn areas, this generally settles, and grass fills in within a few months on its own. In landscaped areas, C.C.C. will make reasonable efforts to limit damage and restore the are to similar condition. C.C.C. installers will take pictures and mark fiber optic installation route for reference. C.C.C. is not responsible for damage to vegetation, shrubs, trees, root, etc.

Service Availability - The service is provided as a "best effort" Service. No service level agreement or guarantee is made on speed or availability of the Service. Occasionally, the service may be temporarily unavailable due to scheduled maintenance or technical difficulties. During the construction phase and before service is connected there may be delays in delivery based on many factors, weather, permit issues, underground unknowns, etc. The customer understands and agrees to these delays that may occur, and C.C.C. will communicate these delays via e-mail, phone call or USPS on a regular basis until the issue is resolved.

WiFi coverage or inside network manage - Is not provided by C.C.C. under the Fiber Optic Delivery Program Pre-Commitment. C.C.C. can provide these services under a different agreement that can be secured by calling the C.C.C. sales office.



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Termination of Agreement - Service may be terminated by C.C.C. at any time for any reason. After the service commitment term (if applicable) the service agreement may be terminated by the Customer for any reason. No refund of installation, connection or prepaid service fees will be made. Upon termination, the Customer agrees to allow C.C.C. access to collect all C.C.C. installed cable, enclosure, equipment, connectors and power supplies ("Equipment"). If equipment is not returned or collected within 30 days, the Customer will be responsible to pay the replacement cost of the missing Equipment.

Default and Enforcement - In the event of Customer's failure to perform:

- 1) any obligation herein; 2) all obligations under Delivery Program Pre-commitment Terms, and 3) the obligation(s) to timely pay all Monthly Service Fee(s) for the entire 24-month period, The Customer shall be deemed in default and all amounts owe and due under this Agreement shall be accelerated and immediately due. Customer agrees to liquidated damages equal to the amount of full construction and installation cost of \$1,000 plus the accelerated total of the Monthly Service Fees(s) for the entirety of the term of agreed to under this Agreement or 24 months, whichever is longer, except the amount paid by the Customer until date of default. Any legal, monetary, and/or equitable claims against C.C.C. shall be resolved by binding arbitration pursuant to current standards of the American Arbitration Association and the jurisdiction of Antrim County, State of Michigan. Customer will pay all attorney fees and costs should enforcement of this Agreement be required before a court of law of competent jurisdiction or for any arbitration filings and/or proceedings.

Transfer-ability - C.C.C. reserves the right to transfer or assign this agreement and all of C.C.C. rights, title and interest herein shall inure to the benefit of such assignee, its successors and assigns.

Waiver - Except as otherwise provided herein, the failure of any party to enforce any provision of this agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

Entire Agreement - This agreement and references in this agreement constitute the entire agreement with respect to the Service. This agreement supersedes and nullifies all prior understandings, promises and undertakings, if any made orally or in writing with respect to this agreement.

VoIP Service availability - C.C.C. VoIP Service is not a telecommunications service and is provided as a "best effort" service. There are important distinctions between a telecommunications service and C.C.C. VoIP service ("VOIP"). VOIP service is subject to different regulatory treatment than a telecommunication service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies. No guarantee is made on the availability of the service. The service relies on Internet connectivity at the C.C.C. data center and your service location and may be affected by internet disruptions, power outages, radio interference and other factors. Occasionally, the service may be temporarily unavailable due to scheduled maintenance or technical difficulties. It is recommended to have a backup form of communication available such as a soft phone, mobile phone or hard line connection. C.C.C. may connect our VoIP equipment to the Customer's existing phone wiring. However, C.C.C. is not responsible for maintenance or repair of the Customer's wiring or for any service disruptions caused by existing wiring. C.C.C. VoIP service may not support data calls such as Fax machines, alarm systems, medical devices, credit card devices or any device that relies on analog service. C.C.C. VoIP service does support digital based voice devices.



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VoIP 911 Dialing - C.C.C. 911 service is different from traditional telephone 911 and cellular/wireless 911. Depending on the capabilities of your local emergency call center, your name, address and phone number may or may not be automatically transmitted to the operator, be prepared to provide this information. If service is disrupted as described above, 911 dialing will not be available. Battery backup that supports 6 hours of power is suggested.

Customer Name: _____
Install Address: _____
Install City: _____ State: _____ Zip: _____
Phone: _____ Phone 2: _____
E-mail address: _____
Note: _____

Customer work sheet and fees

Monthly Fees:

Transport and Internet service in support of Home Usage:

- 1 Gig Transport with 25 meg Internet access \$68
- 1 Gig Transport with 50 meg Internet access \$88
- 1 Gig Transport with 75 meg Internet access \$108
- 1 Gig Transport with 100 meg Internet access \$128

Miscellaneous fees:

- Monthly VoIP 1 phone number unlimited minutes based on home usage \$22
- Monthly Managed router service \$10 or select to manage your own inside network \$0
 - Monthly ESP fee if you select managed router \$3.00 per C.C.C install device
- For new customers to Cherry Capital Connection a monthly connection fee will be applied for the first 24-months \$10. After 24 months the fee is no longer applied. This fee off sets the cost of construction.
 - Prepay the monthly connection fee and save \$40. Prepayment is \$200
 - Connection fee is waived for all existing C.C.C. fixed point wireless customers who pre-commit.
- After 24-months service can be month to month at the published (current) monthly fee rate schedule.

One-time fees:

- Start-up cost pre-commitment \$249.
 - Includes the first 200 feet of plowing from pedestal (in ROW) to installation location on property. Boring under drive included in plowing fee.
 - Each additional foot \$0.50 (billed after installation)
 - Start-up cost once construction begins are not guaranteed.
- If you select monthly managed solution
 - Router \$150.00
 - Each additional access point \$150.00

Fiber or Cat5E to out building will be quoted per review of needs.



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_____ You confirm all private utilities have been clearly marked and a drawing, identifying utilities and landmarks, has been supplied with this agreement

_____ You agree that all damages to utilities private or public is your responsibility

_____ You affirm that you are the owner of the property and you are at least 18 years of age and have the legal authority to enter into this agreement. If not the owner of the property, you have included a notarized letter authorizing you to represent the owner for the installation of and access to the Equipment. (sample agent letter can be provided upon request)

_____ By consenting to this program, Customer is authorizing C.C.C., upon Written Notification, to charge the Estimated Install Costs and Monthly Service Fees, and all other fees outlined by this Agreement.

_____ By consenting to this program, the Customer agrees to follow the C.C.C. Terms of Service and Acceptable Use Policy.

Driver license number _____ state _____ | _____ Copy has been included

Customer Signed: _____ date _____

Customer Printed name: _____

Approved by CCC: _____ date: _____

CCC printer name and title: _____