



TOWN OF HUDSON/TOWN OF TROY/ROBERTS TERMS & CONDITIONS

These are the Terms and Conditions under which Baldwin Broadband, LLC, Baldwin Telecom, Inc., and Baldwin LightStream d/b/a BTI (collectively and individually BTI) will provide to the person(s) signing this Agreement and, if applicable, your spouse(s) (collectively the "Customer" or "you") those Telephone, Video and/or Internet Services (individually, in combination and collectively, the "Services") that you have requested, at the service address ("Premises") identified below. BTI and Customer agree to be bound by this Agreement. Each of you shall individually have all the rights and obligations of a Customer under this Agreement. This "Agreement" includes: these Terms and Conditions and the Application signed by you. In addition, this "Agreement" includes the following documents to the extent you are purchasing the corresponding Services from BTI: (i) for Telephone Services (local) -- Baldwin Broadband, LLC's Tariff for local telephone service set forth at [Tariff](#) and the E911 Disclosure Notice set forth at [E911](#); (ii) for Telephone Services (toll) -- Baldwin Broadband, LLC's General Terms and Conditions for toll services set forth at [Toll Call](#); (ii) for Video Services -- Baldwin Telecom, Inc.'s General Terms and Conditions for Video Service set forth at [Cable TV](#); and (iii) for Internet Services -- Baldwin Telecom Inc.'s General Terms and Conditions for Internet Service set forth at [Internet](#), any and all of which may be amended from time to time by BTI. Copies of the foregoing documents are available upon request, at no charge, from BTI.

Use of Services.

Services are furnished to you for your use only at the Premises. You may not resell, sublease or rent any Services to third parties. You may not use the Services for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with BTI's network, business operations, employees or customers. You understand and agree that you are responsible for any content that you post or transmit on or through the Services. You agree to use the Services in a manner consistent with all applicable local state, national and international laws and regulations including, but not limited to, the Communications Act of 1934, Telecommunications Act of 1996 and all United States export control laws and regulations. Without limiting this Agreement, your use of Internet Services must comply with BTI's "Acceptable Use Policy" set forth at [AUP](#) as well as any terms imposed by BTI's third-party providers of services. You acknowledge and agree that BTI has no control over and is not responsible for any content or programming transmitted to you through the Services.

Equipment; System.

Any in premises equipment provided by BTI for the provision of Services ("Equipment") and the BTI owned system of wires, cables, fiber and additional premises equipment needed to provide the Services to you (the "System") shall remain BTI's sole property. Title to the Equipment and the System shall remain with BTI at all times and you shall have no property rights or interest therein except as set forth in this Agreement. Under no circumstances may Customer move or relocate the Equipment for use at another location. You shall keep the Equipment and System in good condition and promptly return the Equipment to BTI within seven (7) days of the date of termination of this Agreement. You must notify BTI promptly of any Equipment or System failure or malfunction. BTI shall, at its sole cost and expense, replace or repair Equipment and the System, except that you shall be responsible for all costs incurred by BTI to repair or replace the Equipment and/or System if such repair or replacement is caused by your negligent or willful conduct. You agree that no other

person besides BTI shall repair or replace the Equipment or System without the express written consent of BTI.

Access.

You agree to allow BTI reasonable access to the Premises and grant, without fee, to BTI all easements and rights-of-way necessary to install, maintain, inspect, remove, repair and replace the Equipment and the System. In the event that Customer is not the owner of the Premises, Customer warrants that he/she/it has the consent of the owner of the Premises to grant BTI the reasonable access provided herein.

Term and Termination.

This Agreement shall commence on the installation date of the Services (the "Effective Date") and shall continue until terminated by either party in a manner as provided in this Agreement. You may terminate this Agreement upon notice to BTI; termination shall be effective on the next business day after receipt of such notice. If you fail to perform any obligations of this Agreement including, without limitation, the obligation to make timely payments, BTI may terminate this Agreement or suspend Services upon notice to you. BTI may terminate Internet Services at any time, without notice to you, if BTI determines in its sole discretion that Customer or a user has violated BTI's Acceptable Use Policy. BTI may terminate Video Services at any time, without notice to you, if BTI determines in its sole discretion that Customer has tampered with or abused Equipment and/or the System, the Premises wiring violates applicable Federal Communications Commission standards, or if termination is necessary to prevent theft of Services or is necessary to reduce or prevent signal leakage. BTI may terminate any of the Services at any time, without notice to you, in response to a court or government demand or as required by law. Upon termination, Customer agrees to pay any outstanding balance. If Customer fails to return in good condition any Equipment within seven (7) days of the date of termination ("Unreturned Equipment"), Customer will be liable for the Equipment replacement charges outlined below. The replacement charges for unreturned or damaged Equipment are: 3250 HD Set Top Box - \$300.00/per unit; 4250 HD Set Top Box - \$400.00/per unit; 8300 HD DVR Set Top Box - \$600.00/per unit; Remote Control Unit - \$30.00/per unit; ATA/Modem - \$250.00/per unit; and for all other Equipment - the then current replacement cost ("Equipment Replacement Value"). Upon termination, BTI shall have the right but not the obligation to remove the System. Termination of this Agreement does not release you from the obligation to pay all accrued charges under this Agreement.

SECURITY DEPOSIT/RESERVE. CUSTOMER MUST PROVIDE BTI AND KEEP ON FILE WITH BTI AT ALL TIMES DURING THE TERM OF THIS AGREEMENT ALL NECESSARY INFORMATION AUTHORIZING BTI TO ESTABLISH A SECURITY DEPOSIT/RESERVE AND TO MAKE CHARGES AS PROVIDED IN THIS PARAGRAPH AGAINST A VALID CUSTOMER CREDIT CARD WITH A REMAINING CARD LIMIT IN EXCESS OF THE APPLICABLE EQUIPMENT REPLACEMENT VALUE. CUSTOMER SHALL UPDATE ITS CREDIT CARD INFORMATION ON FILE WITH BTI IF THE CREDIT CARD IS CANCELLED FOR ANY REASON OR EXPIRES. CUSTOMER AGREES THAT BTI MAY MAKE AND REESTABLISH AS NECESSARY A RESERVE AGAINST CUSTOMER'S CREDIT CARD EQUAL TO THE APPLICABLE EQUIPMENT REPLACEMENT VALUE PLUS ANY OTHER APPLICABLE TAXES, REGULATORY COST RECOVERY CHARGES, SURCHARGES AND FRANCHISE FEES, AT ANY TIME ON OR AFTER THE EFFECTIVE DATE BUT PRIOR TO THE RETURN OF ALL EQUIPMENT. THE RESERVE SHALL SERVE AS SECURITY FOR THE TIMELY RETURN OF EQUIPMENT IN GOOD CONDITION AND PAYMENT OF CHARGES DUE BTI. A RESERVE IS NOT A CHARGE. BY SIGNING THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES TO THE ACQUISITION OF THIS RESERVE BY BTI. THE RESERVE MAY BE MAINTAINED BY BTI AND, IF TAKEN, MAY BE APPLIED AGAINST ANY DEFAULT OF CUSTOMER IN PAYMENT OF CHARGES DUE BTI, DAMAGES TO EQUIPMENT CAUSED BY CUSTOMER'S NEGLIGENT OR WILLFUL MISCONDUCT, OR LOST OR UNRETURNED EQUIPMENT. UPON TERMINATION OF THIS

AGREEMENT, THE RETURN OF ALL EQUIPMENT IN GOOD CONDITION AND PAYMENT IN FULL OF ALL AMOUNTS DUE BTI (INCLUDING WITHOUT LIMITATION ANY APPLICABLE EQUIPMENT REPLACEMENT VALUE), THE SECURITY DEPOSIT/RESERVE WILL BE RELEASED FROM CUSTOMER'S CREDIT CARD. REGARDLESS OF WHETHER BTI ESTABLISHES A SECURITY DEPOSIT/RESERVE, BY SIGNING THIS AGREEMENT CUSTOMER EXPRESSLY AGREES THAT BTI MAY CHARGE CUSTOMER'S CREDIT CARD FOR ANY DEFAULT OF CUSTOMER IN PAYMENT OF CHARGES DUE BTI, DAMAGES TO EQUIPMENT CAUSED BY CUSTOMER'S NEGLIGENT OR WILLFUL MISCONDUCT, OR LOST OR UNRETURNED EQUIPMENT. FAILURE OF CUSTOMER TO COMPLY WITH ANY OF THE PROVISIONS OF THIS PARAGRAPH SHALL BE DEEMED A BREACH OF CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT. BALDWIN'S AUTHORIZATION TO ESTABLISH A SECURITY DEPOSIT/RESERVE AND TO MAKE CHARGES AS PROVIDED IN THIS PARAGRAPH AGAINST A VALID CUSTOMER CREDIT CARD SHALL NOT BE EXTINGUISHED, REVOKED OR CANCELLED BY THE TERMINATION OF THIS AGREEMENT (WHETHER BY CUSTOMER OR BTI), AND SHALL REMAIN VALID AND IN EFFECT UNTIL ALL EQUIPMENT HAS BEEN RETURNED IN GOOD CONDITION AND PAYMENT OF ALL AMOUNTS DUE BTI (INCLUDING WITHOUT LIMITATION ANY APPLICABLE EQUIPMENT REPLACEMENT VALUE).

Payment and Due Date.

BTI shall bill Customer monthly in advance for the recurring monthly charges associated with all Services and Equipment and in arrears for all usage sensitive services (including, without limitation, long distance and/or ECC calling charges for minutes of use in excess of the amount included in any service package and pay-per-view charges). Customer is responsible for payment of all charges on the bill issued by BTI to Customer including, without limitation, taxes, regulatory cost recovery charges, surcharges and franchise fees. Taxes, regulatory cost recovery charges, surcharges and franchise fees are subject to change without notice. Customer agrees to make payments by the due date on the monthly bill. Payments are late if not received by BTI by the due date. To the extent permitted by applicable law, BTI may charge a late fee of 5% for any amount not paid when due. BTI may charge a reasonable return check fee based on actual bank charges for a check returned for any reason by the bank unpaid. BTI may charge a reasonable administrative processing fee and actual costs incurred with respect to any authorized demand by BTI for payment of a bill from Customer's designated financial institution which is rejected by said financial institution. Subject to applicable law, Customer agrees to reimburse BTI for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by BTI with respect to collection of payment ("Collection Costs"). BTI reserves the right to require customer to pay a deposit for the establishment or continuation of Services.

Installation Fees.

In the event this Agreement is terminated by either party or you cancel the Services (except in response to a proposed amendment to this Agreement) or you are disconnected from any Services prior to the six-month anniversary of the Effective Date, you shall pay the full amount of any installation fees waived by BTI.

Disconnection; Reconnection.

All Services will be subject to disconnection pursuant to the terms of this Agreement. Upon written request by you or a responsible person, BTI will not disconnect residential local telephone service without first notifying the county department of health and social services at least five (5) calendar days prior to the scheduled disconnection. In the event that some or all of the Services are disconnected, Customer may be eligible to reconnect the disconnected Services by paying the entire outstanding balance; any applicable late fees; any applicable Collection Costs permitted by law; a reconnection fee; and any deposit that may be required by BTI.

WARRANTIES. SERVICES AND EQUIPMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. BTI EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. BTI MAKES NO WARRANTIES OR GUARANTEES AS TO CONTINUOUS AVAILABILITY OF THE SERVICES, ANY SPECIFIC FEATURES OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. BTI IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, OR ACTS OF GOD. SERVICES INCLUDING, BUT NOT LIMITED TO E911, AND EQUIPMENT WILL NOT OPERATE FROM ANY LOCATION OTHER THAN THE PREMISES. IN THE EVENT OF A POWER OUTAGE, THE SERVICES INCLUDING, BUT NOT LIMITED TO E911, MAY NOT BE OPERABLE. LIMITATION OF LIABILITY. BTI SHALL IN NO EVENT BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PERSON, OR ENTITY FOR ANY FAILURE OR DELAY IN PERFORMANCE TO THE EXTENT THAT SUCH FAILURE OR DELAY IS DUE TO ANY CAUSE(S) BEYOND THE CONTROL OF BTI. BTI SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, WORK-STOPPAGE, LOSS OF PROFITS, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, ANY OTHER COMMERCIAL DAMAGES AND ANY AND ALL DAMAGES RELATED TO THE FAILURE OR MALFUNCTION OF THE STATEWIDE EMERGENCY SERVICES NUMBER (911)) ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION, OUTAGE, MAINTENANCE, REPAIR, REPLACEMENT, INSPECTION, REMOVAL, USE OR FAILURE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM PROVIDED HEREUNDER EVEN IF BTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY LAW, BTI'S SOLE LIABILITY, IF ANY, FOR ANY CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR FAILURE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM PROVIDED HEREUNDER, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE APPLICABLE TO THE PERIOD TO WHICH THE SERVICES AND EQUIPMENT WERE AFFECTED. THESE LIMITATIONS WILL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. INDEMNIFICATION. CUSTOMER AGREES TO AT ALL TIMES DEFEND, INDEMNIFY AND HOLD BTI AND ITS UNDERLYING SERVICE, CONTENT, EQUIPMENT AND SOFTWARE PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE USE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM, THE CONTENT SUBMITTED, POSTED OR UPLOADED TO OR THROUGH THE SERVICES ANY VIOLATION OF THIS AGREEMENT OR VIOLATION OF ANY RIGHTS OF ANOTHER. THESE OBLIGATIONS WILL SURVIVE TERMINATION OF THIS AGREEMENT AND CUSTOMER'S USE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM. BTI RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY CUSTOMER, IN WHICH EVENT CUSTOMER WILL COOPERATE WITH BTI IN ASSERTING ANY AVAILABLE DEFENSES.

Amendments.

BTI, in its sole discretion, reserves the right to amend the terms and conditions of this Agreement, including without limitation the prices for Services. Any amendment to this Agreement shall be effective thirty (30) days after BTI provides notice to you. Customer's use of any of the Services and/or Equipment after the effective date of any amendment shall constitute Customer's acceptance of and agreement to such amendment. No amendment to this Agreement by Customer shall be valid

or binding on BTI unless made in writing and signed by an authorized representative of BTI. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to conflict of law provisions. In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Agreement, such controversy, claim, or dispute may be tried solely in a state or federal court having jurisdiction in the county where the Services are provided, and the parties irrevocably consent to the exclusive jurisdiction (including personal jurisdiction) and venue of such courts.

Waiver; Severability.

BTI's failure to enforce any right or remedy available under this Agreement is not a waiver. If any provision or portion of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect. Notice. Whenever in this Agreement it is required or permitted that notice be given by BTI or Customer to the other party, such notice shall be given as follows: (i) To BTI: in writing by depositing said notice in the United States Mail, postage prepaid, addressed to BTI, Attn: Office Manager, PO BOX 420, Baldwin, WI 54002, or by sending an Email to manager@baldwin-telecom.net or as may otherwise be permitted by BTI; and (ii) To Customer: in writing by depositing said notice in the United States Mail, postage prepaid, addressed to the Customer at the Premises or the billing address on the Application, or, if Customer subscribes to BTI's Internet Service, on-line via the BTI home page www.baldwinlightstream.com or Customer's Email account. Assignment. Customer shall not assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of BTI. BTI may assign this Agreement without notice to Customer.

Entire Agreement.

This Agreement is the entire agreement between BTI and Customer. This Agreement supersedes any inconsistent or additional promises or representations made to you by any employee or agent of BTI.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.