

## Fiber Infrastructure (drop) & Installation Terms and Conditions

This Fiber Infrastructure & Installation Agreement (“agreement”) outlines the terms, costs, and commitments associated with the installation of a fiber optic drop (the “drop”) to a residential or commercial premise (“premise”) by Nuvera Communications.

### 1. Installation During Construction (Presale Phase)

During the initial network construction phase in a designated service area, the company may offer a promotional \$0.00 installation of the drop.

- **Eligibility:** To qualify, the customer must sign up for service during the designated presale period.
- **Performance Requirement:** If a drop is installed at the customer’s request during this phase, the customer must activate a qualifying internet service plan within thirty (30) days of the project being released and service being available.
- **Non-Activation Penalty:** If the drop is installed but the customer fails to activate service within the 30-day window, or cancels the order after the drop is buried, , a **\$250.00 construction fee** will be charged to customer.

### 2. Post-Construction Installation (Standard Policy)

For premises where a drop was not installed during the initial construction phase, including properties occupied by new owners or tenants after the construction is complete, the following options apply to bring a fiber drop to the premise:

- **Option A: Paid Construction (No Term Commitment)** The customer shall pay a one-time, non-refundable **\$250.00 construction fee plus taxes**. This fee covers a portion of the labor, materials, and equipment required to extend the fiber network from the right-of-way to the premise. Under this option, service is provided on a month-to-month basis.
- **Option B: Service Commitment (Waived Fee)** The company will waive the \$250.00 construction fee plus taxes in exchange for the customer entering into a **24-month service agreement**. The customer agrees to maintain active, paid service for twenty-four (24) consecutive months.

### 3. Early Termination of Service Commitment

If a customer chooses **Option B** (Service Commitment) and terminates service, or if service is disconnected by the company for non-payment prior to the completion of the 24-month term, the waived **\$250.00 construction fee plus taxes** will become immediately due and

payable. This fee is a cost-recovery charge for infrastructure and is separate from any other applicable service termination fees.

## **5. Access and Restoration**

The customer represents that they have the authority to grant, and hereby do grant, the company and its subcontractors the right to enter the property to perform necessary underground or aerial installation work.

- **Utility Locates:** The company will coordinate the marking of public utilities. The customer is responsible for identifying and marking private underground lines (e.g., sprinklers, invisible fences).
- **Restoration:** The company's responsibility for property restoration is limited to returning the disturbed area to a "rough grade" condition.

## **6. Ownership of Infrastructure**

The fiber optic drop, including the optical network terminal (ONT) and all equipment provided by the company, remains the sole property of **Nuvera Communications**.