

Lake Placid Fiber Customer Information

1. Service Offerings – Description and Rate of Internet Services

Services available: Standard, Professional, Enterprise, High Capacity and Metro Area Network

All taxes and basic equipment included in Monthly and SLA subscription services

All internet speeds are symmetrical (Download and Upload are the same)

Standard - Internet Access

- Shared capacity connection over GPON
- No contract requirement and no Service Level Agreement (SLA) guarantee
- Basic Wi-Fi service included
 - | <u>Download</u> | <u>Upload</u> | <u>Price</u> |
|-----------------|---------------|--------------|
| 250 Mbps | 250 Mbps | \$75 |
| 500 Mbps | 500 Mbps | \$100 |
| 1000 Mbps | 1000 Mbps | \$200 |

Professional - Internet Access service (Standard Rates + Additional services)

- Contract requirement and Service Level Agreement (SLA) guarantee
- Basic Wi-Fi service included
 - | <u>Download</u> | <u>Upload</u> | <u>Price</u> |
|-----------------|---------------|--------------|
| 250 Mbps | 250 Mbps | \$100 |
| 500 Mbps | 500 Mbps | \$125 |
| 1000 Mbps | 1000 Mbps | \$250 |

Professional service features

- Includes static IPV4 address
- Service Level Agreement
- Business hours (8am-6pm) priority response

Enterprise - Dedicated Internet Access

- Dedicated capacity via Active Ethernet connection
- Requires dedicated fiber strand; practical option for pure commercial service areas
- Contract agreement with SLA and term requirement
- Installation charge (dependent on location and equipment)
 - | <u>Download</u> | <u>Upload</u> | <u>Price</u> |
|-----------------|---------------|--------------|
| 250 Mbps | 250 Mbps | \$1250 |
| 500 Mbps | 500 Mbps | \$2000 |
| 1 Gbps | 1 Gbps | \$2750 |
- Up to < = 10 Gbps Pricing determined on service

High-Capacity Direct Fiber Access

- Installation charge (dependent on location and equipment)
- Multiple connection options
 - Direct routed connection
 - Customer CPE connection (either non-protected media converter or protected)
- Protected connection is optional
- Contract agreement with SLA and term requirement (Short or Long)
- Up to < = 10 Gbps Pricing determined on service

High-capacity options refer to dedicated bandwidth. This type of installation requires a custom quote for both the recurring and non-recurring fees (\$4,500/month for transport and access on average) and term contract (typically 3 years). Commercial custom install fee to cover unique costs per individual installation. The high-capacity installs will be reviewed on a case-by-case basis to establish pricing.

Metro Access Network:

- Customized access and transport solution for multi-site business or institution
- MAN networks require a customized design and engineering service

Installation cost per premise drop is dependent. The typical installation charge can be rolled into monthly payment plans.

- Typical Standard Service Package installation:
 - Aerial Installation: \$250, which includes up to 300 feet of overhead cable from utility poles to the customer's endpoint.
 - Buried Installation: \$300, which covers up to 100 feet of underground cable from the utility pole or handhole to the customer's endpoint.
- Professional Service Package installation \$500
- Enterprise \$1000+ dependent on service requirements and contract

For non-typical:

Installation cost to a non-typical customer will be determined on a per case evaluation. The cost to install a fiber cable line, termination and equipment will on average cost two thousand dollars (\$2,000).

2. Billing and Service Inquiries

- Lake Placid Fiber Customer Service Number/Email
 - Main Office and all inquiries 518.523.4237
 - contact@lakeplacidfiber.com
- Unresolved Complaints
 - In the case of a dispute between the Customer and the Company, which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service (DPS) online (A), by phone (B) or by mail (C).

A. Online:

<http://www.dps.ny.gov/complaints> or,

B. Phone:

DPS Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax or,

C. Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

3. Customer Rights and Responsibilities

- Billing criteria is dependent on credit checks
- Billing is on a monthly basis for the next month of services
 - Billing cycle is from the first to last day of the month
- Credit customer statements are issued on the first of each month
 - Payment is due on the 10th with late fees after the 10th of each month
 - Automatic payments are processed on the 10th of the month
 - Delinquent accounts will have service suspended 15 days after due date
- Prepaid customer services are billed on the 10th of each month for the next month of service
 - Prepaid customer payment is due by the 20th of each month in advance of the month of service
 - Automatic payments are processed on the 20th of the month
 - There are no late fees for prepaid customers
 - If payment is not received by the 20th and no arrangement for payment is made, service is disconnected at end of prepaid service month
- Deposits may be collected for equipment
- Customers are Billed for services by email for paperless billing
- Accepted forms of payment
 - Major Credit cards, personal checks, certified checks, and cash
 - Automatic payment by ACH, Credit or Debit card is also available
- Late Payment Charges
 - There is a 1.5% late payment fee or \$5 whichever is greater
- Partial Payments
 - Will be applied to current balance
- Dishonored Checks and Credit Cards will have a \$35.00 maximum service fee
- Additional Info: see Lake Placid Fiber Subscriber Agreement

4. Payment Arrangements

- Special Payment Arrangements
 - An installment plan that may be billed in three (3) to six (6) installments is available for payment of deposits if payment in full would constitute a hardship. A deposit shall not exceed the estimated charges for two (2) months service + equipment cost
- Deferred/Repayment Plans
 - Any Customer who has difficulty paying for service should contact Lake Placid Fiber customer service (518-523-4237) as soon as possible to arrange a repayment plan. Any repayment plan entered into will apply to delinquent amounts. Lake Placid Fiber expects new current charges to be paid when due
- Customer Overpayments will be applied to next billing cycle. For service canceled with a negative balance and equipment has been returned all monies due will be sent to Customer within thirty (30) days after the next billing cycle

5. Service Suspension or Termination for Non-Payment

- Service may be disconnected, upon prior written or customer preferred method of contact notice to the Customer, when there is an unpaid balance for more than thirty (30) days
- If service has been disconnected or canceled for nonpayment and the Customer request reinstatement of services, service shall be restored when all past due amounts in addition to a reconnection fee of \$25.00 are paid or when a reasonable payment plan has been agreed upon between Lake Placid Fiber and the Customer for full payment of amounts owed

6. Termination for Causes Other Than Non-Payment

- See Lake Placid Fiber Lake Placid Fiber Acceptable Use Policy

7. Allowances (Credits) For Interruptions in Service

- See Lake Placid Fiber Subscriber Agreement (section 12. INTERRUPTION OF SERVICE)

8. Consumer Protection Tips

- Lake Placid Fiber highly recommends all Customers install anti-virus, anti-spyware, and firewall software for system protection

9. Repair Policies

- See Lake Placid Fiber Subscriber Agreement

10. Limitations on Liability

Lake Placid Fiber's liability for damages arising out of any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

Except as expressly required by applicable law, Lake Placid Fiber will not be liable for delays, damages, or failures in performance due to Lake Placid Fiber's routine maintenance and testing of the services that Lake Placid Fiber provides to Customer or for causes beyond Lake Placid Fiber's reasonable control,

including, but not limited to acts of a governmental body, civil commotion, acts of God, acts of third parties, fires, floods, strikes or other labor disputes, or inability to obtain necessary equipment or services.

Lake Placid Fiber is not liable for any act or omission of any entity, other than the employees or agents of Lake Placid Fiber, furnishing facilities or services connected with or provided in conjunction with the Lake Placid Fiber's services.

Customer agrees that all information provided on the Services, the Services themselves, and any Equipment are provided "AS IS" and on an "AS AVAILABLE" basis. Customer agrees to indemnify and hold Lake Placid Fiber harmless against claims for libel, slander or infringement of copyright from material transmitted over its facilities; against claims for infringement of patents arising from, combining with, or using in connection with facilities of Lake Placid Fiber, apparatus and systems of the customer; against all other claims arising out of any act or omission of the customer in connection with services provided by Lake Placid Fiber; and against any and all losses from damage to the customer's facilities or equipment attached or connected to services furnished by Lake Placid Fiber.

Lake Placid Fiber disclaims any and all warranties, whether expressed or implied, including, but not limited to, the implied warranty of merchantability, fitness for a particular purpose, or any warranty that the services or any associated software or network transport will be uninterrupted or error free. In no event shall Lake Placid Fiber be liable for any indirect, special, consequential or incidental damages, including without limitation, lost profits or loss of damage to data arising out of the use, partial use or inability to use the services, even if Lake Placid Fiber has been advised of the possibility of such damages. Lake Placid Fiber's entire liability and the customer's exclusive remedy under this Agreement, for any claim, whether in contract (including breach of warranty), or in tort (including negligence), shall be limited to the total amount paid by customers to Lake Placid Fiber for those services upon which the liability is based.

Lake Placid Fiber is not liable for any defacement or damage to the subscriber's premises resulting from the existence of Lake Placid Fiber's instruments, apparatus and associated wiring thereon, or from the installation or removal thereof, when such defacement or damage is not the result of negligence on the part of Lake Placid Fiber.

The subscriber's facilities and equipment shall conform to all applicable laws, regulations or ordinances as may be effective and the conditions of this Agreement. Lake Placid Fiber does not express, imply, or warrant the adequacy, safety or other characteristics of subscriber owned or operated equipment by virtue of any inspection or rejection of facilities. Lake Placid Fiber shall not be held liable in any way for subscriber owned and maintained equipment, which causes or may cause a hazardous, unsafe, or dangerous condition, or threatens the health of others, even if Lake Placid Fiber inspected such facilities.

11. Additional Information

Lake Placid Fiber [Subscriber Agreement](#)

Lake Placid Fiber [Acceptable Use Policy](#)