

# Service Guide

October 2019

## 1. Internet Service

1.1 Internet Service Support. As part of our Internet Service, we will provide our Complete Customer Care Package (CCCP) to the subscriber, as long as the subscriber is current on its monthly invoices and any other fees owed to us. CCCP includes:

1.1.1 *Customer Support and Technical Support*– We provide Support within the Customer and Technical Support Hours shown below. Support will be provided through a toll-free phone number. Support will only be provided for System components provided or installed by us.

1.1.2 *Advanced Technician Support* – We electronically monitor each property’s network connection and equipment to help diagnose problems and to repair problems that can be fixed remotely from our Network Operation Center (NOC).

1.1.3 *Equipment Repair & Maintenance Internet Service* – We make required on-site equipment repairs and perform preventive maintenance. Mean Time to Respond targets are shown below. Please refer to sect 1.5 for repair/replacement of Subscriber Equipment.

Hours of Support and Mean Time to Respond are shown below:

Customer and Technical Support Hours

Telephone Support	24 hours daily, via toll-free number
On-Site Support	8:00am – 7:00pm daily

Mean Time to Respond

On-site unit repair	48 hours from reported trouble
On-site property outage	24 hours from reported outage

1.2 Network Availability. Our goal is to maintain our network to be available and capable of forwarding IP packets 99.0% of the time, averaged over a calendar month. Our network includes the subscriber access port (the port on the aggregation router upon which the subscriber’s circuit terminates) and our

backbone network, which includes owned and controlled routers, circuits, and transit connections. Network availability does not include the subscriber's Local Area Network (LAN), local access circuit (e.g. local loop), scheduled and unscheduled maintenance events, customer premise equipment (router or CPE), subscriber or end user caused outages or disruptions, and force majeure events.

1.3 Internet Service Interruptions. We strive to make the Internet Service reliable, but interruptions may occur. We are not responsible or liable to subscribers or end users for any interruption in Internet Service or other failures resulting from causes beyond our control, including interruptions resulting in whole or in part from any of the following causes:

- Acts or omissions on the part of any subscriber or end user, any third-party contractor or vendor, or any other party over which the subscriber or end user exercises control or has the right to exercise control.
- The subscriber's or end user's applications, equipment or facilities.
- Scheduled maintenance of our network, a subscriber's network or the equipment.
- Interruptions associated with new installations.
- Interruptions caused by upstream service issues or similar problems, such as line failures.
- Interruptions during any period we are not allowed physical or logical access to a subscriber's premises or the equipment.
- Interruptions resulting from line problems or other problems at the Internet Service location not due to failure of our equipment.
- Interruptions resulting from acts of God, inclement weather, war, terrorist activity, governmental delays, strikes, shortages of equipment or material, power failure or third-party service interruptions.

Available bandwidth to end users will vary with network usage and may be adversely impacted during peak usage times, by unacceptable use (such as file sharing), viruses, malicious attacks, end user equipment and applications, and for other reasons. If bandwidth is provided by third-party suppliers, we are not responsible for bandwidth availability.

**We may provide a credit for property-wide service interruptions exceeding 24 hours, but have no obligation to do so unless set forth in the applicable service agreement. Any such credit will be the subscriber's and end user's sole and exclusive remedy for disruption of service.**

- 1.4 Infrastructure Wiring. Infrastructure wiring is located in common areas throughout a property and may include coaxial, fiber optic, or copper type cables. We may install new infrastructure wiring at a property as required to deliver service, in some instances we will invoice Subscriber for the additional infrastructure. The subscriber must provide us with access to any existing infrastructure elements, conduits, and pathways, as well as new locations with prior approval. Any new infrastructure wiring installed on a property will be for our exclusive use throughout the service term.
- 1.5 Purchased & Subscriber Equipment. End users may use any computer, software, or data networking device (collectively “Subscriber Equipment”), other than a server, server software, or file sharing software, as long as such end user’s Subscriber Equipment does not interfere with the provision of Internet Services to other units within the property or harm the integrity of our System. File sharing using the Internet Service is not allowed. If, in our sole discretion, the use of any bandwidth intensive application by any end user; (a) interferes with the provision of the Internet Service to other units within the property, or (b) significantly degrades the speed for other property users, or (c) harms the integrity of our System, we have the right to terminate the Internet Service to that end user until such applications are terminated. While we do support Purchased Equipment, we do not warranty Access Point replacement, outside of the 1 year manufacturer warranty. On-site Internet Service calls that we respond to and that are caused by Subscriber Equipment will be charged to the subscriber at our then-current service charges.
- 1.6 User Guides. We will produce and provide an Internet User Guide to be distributed by the Subscriber. User Guides will be provided via PDF format. User Guides can be provided at the subscriber’s request at a cost to subscriber of \$3.50 each. If changes to the User Guide content are requested by a subscriber, we will produce inserts at the rate of \$2.00 each, and it will be up to the subscriber to distribute into each unit.
- 1.7 Content and Security. We exercise no control whatsoever over the content of information passing through our network or the equipment. We do not provide complete firewall protection or other forms of Internet security intended to protect subscribers or end users, all of which are the responsibility of the subscriber. We reserve the right to block Internet ports or types of Internet traffic to protect our network. We may implement per user bandwidth throttling, bandwidth consumption thresholds, or maximum simultaneous port limits in order to reduce or eliminate occurrences of network congestion. All claims, disputes, or wrongdoing that are related in any way to the content of information passing through our network or equipment are the sole and exclusive responsibility of subscribers and end users. Internet communications are not secure, and may be subject to interception or loss. End users are responsible for their own network security. We will not be liable for damages arising out of unauthorized access to

any subscriber's network. It is the end users' responsibility to install virus protection software and keep it updated. If a device is detected to be transmitting a virus and interfering with the provision of Internet Service to other units or service areas within the property or harming the integrity of our System, we have the right to shut down the infected device's Internet Service until the virus is removed from the infected device.

- 1.8 Acceptable Use and Privacy. All use of our network and the Internet Service must comply with the current revision of our Acceptable Use Policy (AUP), which is made a part of this Service Guide by reference, and is available at <http://www.resortinternet.com/aup.html> or by requesting a copy of the AUP from us. We may change the AUP at any time. Changes will be effective as of the date posted on our website or as subscribers are otherwise notified. Each subscriber's and end user's continued use of the Internet Service after the effective date of any change constitutes acceptance by such person of all the changes. The method of connecting to the Internet Service through a Portal Page will be designed to require end users to accept the AUP when connecting to the Internet Service.

Our Privacy Policy, which is made part of this Service Guide by reference, is available at <http://www.resortinternet.com/privacy.html> or by requesting a copy from us. We may change our Privacy Policy at any time. Changes will be effective as of the date posted on our website or as subscribers are otherwise notified. Each subscriber's and end user's continued use of the Internet Service after the effective date of any change constitutes acceptance by such person of all the changes.

## 2. TV Service

- 2.1 Initial TV Scanning and Testing. At the time of TV Service launch, we will complete a unit by unit scanning and testing procedure. Access to each unit will be required, and any unit not available at time of launch will not be checked. It is in the best interest of all parties that we perform a thorough TV scanning at a property to prevent future issues and truck rolls. Any subsequent visits to perform scanning or support on units not scanned will be billed at standard rates and may include trip charges. Scanning will involve connecting each television to the TV Service, and programming to receive all available channels. If all channels are not being received, a signal test will be performed and we will troubleshoot per our In-Unit Wiring procedure outlined below. A record of the results from all units scanned will be generated and can be provided to property management upon request. We will not remove televisions from wall mounted brackets, and may reserve the right to avoid disconnecting complex AV systems.
- 2.2 In-Unit Wiring. The TV Service is designed to operate with most in-unit wiring, provided it is of standard grade and quality, and is not damaged or tampered with. However, occasionally we will encounter minor issues preventing the appropriate signal from reaching each television set within a unit. We will test the signal at

the point closest to the unit to ensure it is of the appropriate level. If signal degradation is determined to be inside units, we will replace fittings, wall plates or jumpers if necessary to obtain the minimum standard signal quality at the outlet. We will also replace splitters or taps if they are readily accessible. If signal levels are not adequate after performing the troubleshooting steps above, it will be deemed that inside wiring is not adequate for service. We will not be responsible to install new cabling within a unit. If this is deemed necessary, arrangements can be made to have us work on internal wiring at a cost to the subscriber.

- 2.3 Headend Room Environment. During the initial site survey, a determination on Headend Room cooling will be made, and any costs associated with cooling will be included in pricing as an installation fee. The subscriber will be responsible for any changes to the building infrastructure, equipment, operations, or maintenance that impact the environment of the Headend Room. If it is determined after system installation that the Headend Room requires additional cooling, it will be the responsibility of the subscriber to provide. We will monitor headend equipment and require that it operates at a temperature no greater than 75°F within the equipment rack. We will make a recommendation on cooling methods, and can provide a proposal for cooling installation on a time and materials basis.
- 2.4 Headend Room Power. Typical headend installations will require 2 x 20Amp 110V AC electrical outlets. The subscriber is responsible for installing adequate power if required, by date of installation. Other electrical requirements may also be required, and will be coordinated with the subscriber prior to installation. We can help coordinate the installation requirements of such circuits, but charges will be billed directly to the subscriber by third party electrician.
- 2.5 Infrastructure Wiring. Infrastructure wiring is located in common areas throughout a property and may include coaxial, fiber optic, or copper type cables. We may install new infrastructure wiring at a property as required to deliver service. The subscriber must provide us with access to any existing infrastructure elements, conduits, and pathways, as well as new locations with prior approval. Any new infrastructure wiring installed on a property will be for our exclusive use throughout the service term.
- 2.6 Channel Line-Up. The TV Service will initially consist of the channel line-ups (the “Channel Line-Ups”) delivered to the location(s) and units described in the applicable service agreements. Although we cannot guarantee that all channels will be continuously available from third parties, (a) none of the channels included in the Channel Line-Ups will be converted to a premium or other pay basis that will be assessed against the applicable subscriber; and (b) to the extent that any such channels become unavailable, we will use commercially reasonable efforts to provide replacement channels of reasonably similar value prior to or contemporaneously with the termination of the previously provided channel.

- 2.7 User Guides. Remote & DVR user guides can be found on the content providers website.
- 2.8 TV Service Individual Owner Upgrades. We offer certain TV Service Individual Owner Upgrades (“Upgrades”) to individual unit owners. Upgrades available and their pricing will be reflected in the applicable service agreement. If any Upgrade includes a receiver(s) (set-top box), we will provide the receiver for the term of the Upgrade. Each receiver remains the property of ResortInternet. All Upgrades must be ordered on our Standard Upgrade Order Form, at [www.resortinternet.com/upgrade/search](http://www.resortinternet.com/upgrade/search). All Upgrade pricing will be invoiced directly to the owner’s credit card. Based on the Owner Upgrade request, we will invoice Owner for additional coax outlet install and/or cable run in the unit. In some instances Owner will be responsible for facilitating this work through a third party.
- 2.9 TV Service Support. We will provide an initial training session for subscriber’s property management staff. We will provide remote technical support to subscriber’s property management staff and provide on-site repairs. Hours of support and Mean Time to Respond targets are shown below:

Hours of Support and Mean Time to Respond are shown below:	
<u>Customer and Technical Support Hours</u>	
Telephone Support	24 hours daily, via toll-free number
On-Site Support	8:00am – 7:00pm daily
<u>Mean Time to Respond</u>	
On-site unit repair	48 hours from reported trouble
On-site property outage	24 hours from reported outage

- 2.10 Technical Standards. We will deliver a television signal to each unit receiving TV Service, consistent with the Multichannel Video and Cable Television Service – Technical Standards, promulgated by the Federal Communications Commission, as currently in effect at 47 C.F.R. § 76.605.
- 2.11 Subscriber Cabling, Inside Wiring and Subscriber Television Equipment. We are not responsible for repairing or replacing existing cabling or inside wiring that is causing interference to a unit or within a unit to a television set. Any television set can be used to watch TV Service as long as it does not interfere with the System or with any other television sets. Television services are delivered in a number of different ways, and using various technologies. Not all televisions will be compatible with all services and equipment provided, and we make no representation that all television sets are compatible with the TV Service. We deliver TV Services using industry standard methods, and we are not responsible

for the individual functionality, operation or performance of end user television sets.

3. Digital Phone Service

3.1 Digital Phone Service Support. As part of our Digital Phone Service, we will provide our CCCP to the subscriber, as long as the subscriber is current on its monthly invoices and any other fees owed to us. CCCP includes:

3.1.1 *Customer Support and Technical Support*– We provide Support within the Customer and Technical Support Hours shown below. Support will be provided through a toll-free phone number. Support will only be provided for System components provided and/or installed by us.

3.1.2 *Advanced Technician Support* – We electronically monitor each property’s network connection and equipment to help diagnose problems and to repair problems that can be fixed remotely from our NOC.

3.1.3 *Equipment Repair & Maintenance Digital Phone Service* – We make required on-site equipment repairs and perform preventive maintenance. Mean Time to Respond targets are shown below.

Hours of Support and Mean Time to Respond are shown below:	
<u>Customer and Technical Support Hours</u>	
Telephone Support	24 hours daily, via toll-free number
On-Site Support	8:00am – 7:00pm daily
<u>Mean Time to Respond</u>	
On-site unit repair	48 hours from reported trouble
On-site property outage	24 hours from reported outage

3.2 Digital Phone Service Interruptions. We strive to make the Digital Phone Service reliable, but interruptions may occur. We are not responsible or liable to subscribers or end users for any interruption in Digital Phone Service or other failures resulting from causes beyond our control, including interruptions resulting in whole or in part from any of the following causes:

- Acts or omissions on the part of any subscriber or end user, any third-party contractor or vendor, or any other party over which the subscriber or end user exercises control or has the right to exercise control.
- The subscriber’s or end user’s equipment or facilities.
- Scheduled maintenance of our network, a subscriber’s network or the equipment.



- Interruptions associated with new installations.
- Interruptions caused by upstream service issues or similar problems, such as line failures.
- Interruptions during any period we are not allowed physical or logical access to a subscriber's premises or the equipment.
- Interruptions resulting from line problems or other problems at the Digital Phone Service location not due to failure of our equipment.
- Interruptions resulting from acts of God, inclement weather, war, terrorist activity, governmental delays, strikes, shortages of equipment or material, power failure or third-party service interruptions.

**We may provide a credit for property-wide service interruptions exceeding 24 hours, but have no obligation to do so unless set forth in the applicable service agreement. Any such credit will be the subscriber's and end user's sole and exclusive remedy for disruption of service.**

- 3.3 In-Unit Wiring. The Digital Phone Service is designed to operate with most in-unit wiring, provided it is of standard grade and quality, and is not damaged or tampered with. However, occasionally we will encounter minor issues preventing the appropriate signal from reaching each handset within a unit. We will test the signal at the point closest to the unit to ensure it is of the appropriate level. If signal degradation is determined to be inside units, we will replace fittings, wall plates or jumpers if necessary to obtain the minimum standard signal quality at the outlet. We will also replace splitters or taps if they are readily accessible. If signal levels are not adequate after performing the troubleshooting steps above, it will be deemed that inside wiring is not adequate for service. We will not be responsible to install new cabling within a unit. If this is deemed necessary, arrangements can be made to have us work on internal wiring at a cost to the subscriber.
- 3.4 Infrastructure Wiring. Infrastructure wiring is located in common areas throughout a property and may include coaxial, fiber optic, or copper type cables. We may install new infrastructure wiring at a property as required to deliver service. The subscriber must provide us with access to any existing infrastructure elements, conduits, and pathways, as well as new locations with prior approval. Any new infrastructure wiring installed on a property will be for our exclusive use throughout the service term.
- 3.5 Subscriber Equipment. End users may use any Subscriber Equipment, as long as such end user's Subscriber Equipment does not interfere with the provision of Digital Phone Services to other units within the property or harm the integrity of



our System. We do not support Subscriber Equipment. On-site Digital Phone Service calls that we respond to and that are caused by Subscriber Equipment will be charged to the subscriber or end user at our then-current service charges.

- 3.6 Acceptable Use and Privacy. All use of our network and the Digital Phone Service must comply with the current revision of our AUP, which is made a part of this Service Guide by reference, and is available at <http://www.resortinternet.com/aup.html> or by requesting a copy of the AUP from us. We may change the AUP at any time. Changes will be effective as of the date posted on our website or as subscribers are otherwise notified. Each subscriber's and end user's continued use of the Digital Phone Service after the effective date of any change constitutes acceptance by such person of all the changes. The method of connecting to the Internet Service through a Portal Page will be designed to require end users to accept the AUP.

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#### 4. Equipment Purchases

- 4.1 We may substitute like products if required or due to availability issues. Equipment changes will not cause changes to service rates unless additional equipment charges exceed 5% of the total value of the preliminary equipment list. In such instances, we will obtain prior authorization from subscriber before proceeding with any additional equipment that will be charged to subscriber.