



BRYAN MUNICIPAL UTILITIES RESIDENTIAL INTERNET AGREEMENT

In utilizing Internet Access, you hereby agree to adhere to the terms and conditions of this Agreement and the Bryan Municipal Utilities (BMU) Communication Rules and Regulations as it may be modified from time to time by Bryan Board of Public Affairs. In the event of an inconsistency or conflict between this Agreement and the Rules and Regulations, the provisions of the Rules and Regulations shall govern.

Customer and Owner hereby grant and convey to City of Bryan, its successors and assigns, access in, on, over, under and throughout the customer's property for the purpose of (a) providing Internet to the occupants of the property; (b) installing, owning, operating, inspecting, maintaining, testing, replacing, relocating, upgrading, and removing the system or any part thereof; (c) collecting of unpaid accounts. This privilege continues in effect for the duration of the term of service and 90 days thereafter to effect the removal of the system.

BMU agrees to provide a connection to the Internet through Bryan's Hybrid Fiber/Coax System. BMU's liability as a carrier ends at the connection to the house cable on the customer's side of the premise demarcation box. BMU is also responsible for the cable modem if the customer is paying the price with equipment included.

All equipment shall be installed in accordance with good engineering practices and shall meet or exceed the requirements of federal, state, or local laws pertaining to the placement and maintenance of the System. All equipment and all such other property placed on the Property by BMU shall be and shall remain the sole personal property of BMU and shall not be deemed to be fixed or part of the Property. This does not pertain to equipment paid for by the customer.

BMU shall have the sole right to possession of and dominion and control over the System, and any other equipment, facilities, antennas, pipes, conduits, poles, pedestals, vaults, active or passive devices, converters, cables, and wires constructed by BMU on the Property which are to be used by BMU to deliver this Internet under this Agreement. Neither Customer nor any other party may tamper with, attach to or use any portion of the Internet delivery system without prior written authorization from BMU. BMU will also have the right to construct, install, connect or operate other devices within the Property to provide Internet. BMU may remove any equipment, wiring or other property owned by BMU at any time following expiration of services.

Customer agrees not to use the Internet or any equipment or software provided by BMU for any activity that violates any international, federal, state, agency or local law or regulation or any person's rights, including, without limitation, by posting or transmitting child pornography, engaging in fraudulent activity, exporting software or technical information in violation of U.S. export control laws, by accessing, using, copying, modifying, transmitting, or downloading material in violation of the U.S. Copyright laws, or transmit any information or material that infringes any person of copyright, trademark, trade secret, patent or other proprietary rights; constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violates the law; or contains a virus or other harmful component. Customer also agrees not to achieve or attempt to achieve any unauthorized access to any computer, cable or telecommunications system, network, software, data, information, or any other proprietary material, or

to breach or attempt to breach the security of another user, or to distribute or use tools designed to compromise the security of any system or network.

Customer agrees not to use the Internet or any equipment or software provided by BMU so as to improperly interfere with, inhibit, degrade or restrict the use and enjoyment of the Internet by others or BMU's ability to deliver the Internet to users and to monitor the Internet, backbone, network nodes and/or other aspects of networking servicing; sending excessive data transfers, interrupting or interfering with the equipment, access servers or Internet used by other users; storing more than 5 Megabytes of email on the server; disrupting BMU's backbone network nodes or network services; obtaining material that is prohibited by law to be obtained, sent or displayed to a minor; sending unsolicited messages to other individuals or messages to individuals who have expressly requested that you do not send messages to them; failing to comply with any bandwidth, data storage or other use limitations imposed on Customer's use of the Internet; or transmitting or disseminating any virus or feature harmful to the operation of any system, equipment, service or software; to run a server of any type in connection with the Internet, nor may Customer provide network or host services to others via the Internet. Prohibited uses include, without limitation, running servers for PPP, FTP, HTTP, DNS, POP, SMTP, NNTP, PROXY, DHCP, IRC, TFTP, SNMP and multi-user interactive forums, or re-mapping of ports for the purpose of operating a server on the network.

Violations of this policy may result in criminal and civil liability. BMU will investigate incidents involving violations of this policy and will cooperate with law enforcement agencies if a criminal violation is suspected. Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of a BMU subscriber or a subscriber's end user, shall be considered violation of this policy by such subscriber or end user.

Customer recognizes the shared nature of the network and inherent limitations accordingly. This agreement shall remain in effect as long as Customer remains a paying customer in good standing with the Agreement.

The Customer agrees to and guarantees to pay Bryan Municipal Utilities for services in accordance with the Utilities Rates, Terms, Conditions, Rules and Regulations applicable to the service supplied hereunder, and which shall, upon the date of the application or at any time during the period that the customer is supplied with any of the Utilities Services as provided herein currently in effect. As per the Rules and Regulations: Bryan Municipal Utilities reserves the right to require an additional Deposit, if Consumer's past record of payment on accounts and/or usage indicates that such Deposit is required to assure payment from the Consumer. Such Deposit includes, but is not limited to, past experience as to payment of bills, disconnection for nonpayment of bill, checks returned for insufficient funds, and increased utility requirements. Deposits may be held for the term of service rendered by the Utility to the Consumer. No interest on Deposits shall be accrued or paid.