

**APPLICATION/CONTRACT FOR FIBER-TO-THE-HOME COMMUNICATION SERVICE
NEXT, POWERED BY NAEC**

The undersigned (hereinafter called the "Applicant") hereby applies for communication service with NEXT, Powered by NAEC, (hereinafter called "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and be bound by the provisions of the service agreement, and such terms of service as may from time to time be adopted by the Provider. The terms of the service agreement can be viewed online at www.mynextfiber.com.
2. The Applicant shall, upon execution of this application/contract, be responsible for payment of the current monthly rates as determined by the Provider. The Applicant agrees to take a level of service with a minimum value of \$39.95 per month for 12 months; the exception is for subscribers who only take basic phone service. Should the Applicant terminate the terms of this application/contract prior to completion of the installation of fiber-optic service, then the Applicant shall be responsible for the minimum sum of \$39.95 per month for a period of 12 months. Once the fiber-optic service has been installed and has been connected to the Applicant's or Provider's device, standard monthly billing for service begins and may be prorated for any partial usage in a given month. If the Applicant disconnects service or defaults in payment, then an early-termination fee will apply. The early-termination fee will not exceed the remainder of the 12 months of service multiplied by the minimum level of service agreed to in this application/contract. Subscribers who only take basic phone service must maintain service for at least 12 months and will not be required to pay a minimum of \$39.95 a month.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure.
4. It is the responsibility of Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) and all wiring is the property of the Provider and shall not be tampered with, opened, or removed by the Applicant.
5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to NEXT, Powered by NAEC and/or NAEC on and through their property to provide service extensions to self and other adjacent subscribers as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing NAEC electrical service lines.
6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.
7. The Applicant understands that FTTH service requires electricity at the Applicant's service location, and if an electrical service outage occurs that the FTTH service, which could include telephone, will not function during the outage.
8. The Applicant agrees to not use the FTTH network in any illegal manner as specified in the terms of service agreement found at www.mynextfiber.com, and as further defined by local, state, and federal laws and regulations.
9. Provider in no way is responsible or accountable for any loss of revenue or any other issue that might arise from an outage on the service provided to the Applicant.
10. In the event a dispute shall arise between the Provider and the Applicant, the parties hereby agree that the dispute shall be referred to one of a USA&M-approved arbitrator's office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
11. Applicant's signature gives consent for email and text correspondence regarding account information.
12. Directory services and operator-assisted calls are the sole responsibility of the subscriber and not included in the monthly phone charge.

Applicant's name	NAEC member number
Location of FTTH service requested	
Home phone	Business phone
Cell phone	Email
Billing address	City, state and ZIP code
911 address of property	City, state and ZIP code

Office Use Only	
Rec'd/Expired date:	
Rec'd by:	
NEXT account #:	
Sent to scanning:	
Service map loc:	
Equipment map loc:	

Applicant's signature	Date
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By signing this application, the Applicant agrees to comply with the terms in this application. By signing this application, the Applicant is confirming he or she is the property owner or has permission from the property owner to have these services installed. Basic installation covers on-premise wiring of one data connection, one voice line and two video set-top boxes in one facility completed during one installation trip. Additional wiring to locations in the same building will be an additional charge.