



MODEM ASSURANCE PLUS TERMS AND CONDITIONS

Blackfoot Communications' Modem Assurance Plus ("Services") is provided to the customer ("Customer") by Blackfoot Telephone Cooperative, Inc., Blackfoot Communications, Inc., and Fremont Telcom Co., and their respective direct and indirect affiliates and subsidiaries, collectively doing business as Blackfoot Communications ("Blackfoot Communications" "Blackfoot"),, (collectively the "Parties"), for the Services incorporated under these Terms and Conditions ("Terms").

In relation to the Services, the Parties agree:

1. OVERVIEW

1.1 Blackfoot's Modem Assurance Plus ("Blackfoot Modem Assurance Plus") is intended to increase Customer's satisfaction with in-home wireless Internet access and provide Customer with improved technical support when diagnosing Customer's in-home network issues.

1.2 Customer agrees to the Terms herein and agrees to subscribe to Blackfoot's Modem Assurance Plus product for a term of twenty-four (24) months, beginning on the date of the Blackfoot in-home consultation referenced below, with a monthly payment amount based on Blackfoot's rate card; rates are available upon request.

2. CONSULTATION

2.1 Blackfoot will send a Blackfoot technician to Customer's home to provide Customer with a consultation that includes:

2.1.1 Discussion of Customer's current in-home wireless experience, including the capacity of Customer's current internet service, the number of users, and Internet-enabled devices; and

2.1.2 Utilization of a special tool to map the wireless Internet signal in Customer's home to optimize Customer's in-home wireless Internet signal coverage; and

2.1.3 Discussion of the optimal placement of a new Blackfoot-provided modem/wireless Internet access point based upon the results of the wireless Internet signal mapping; and

2.1.4 A single wireless repeater or extension device, at Blackfoot's discretion; and

2.1.5 Assistance connecting Customer's wireless-enabled devices to connect to Customer's modem/wireless Internet access point.

3. MODEM/WIRELESS ACCESS POINT

3.1 Blackfoot will provide Customer with a new home modem/wireless access point that incorporates the latest wireless technology and enables Blackfoot to better support Customer and the devices that connect to Customer's wireless network. Following the in-home consultation, Blackfoot's Modem Assurance Plus will provide Blackfoot's technical support teams with:

3.1.1 Enhanced information and an improved ability to diagnose issues with wireless-connected devices on Customer's home network.

3.1.2 Automated tools to make needed changes to ensure Customer's in-home wireless network is working at an optimal level.



3.1.3 A replacement modem should Blackfoot technical support determine a replacement is required.

3.1.4 Free technical support visits to Customer's home to determine why Customer's wireless network is not working optimally should Blackfoot's technical support group determine that such a visit to Customer's home is necessary.

3.1.5 To obtain support Customer may (i) call Blackfoot's 24/7 technical support line at 833-275-1689, or (ii) call Blackfoot Communications' main switchboard at 866-541-5000 (Customer should request Modem Assurance Plus Support).

4. NOTES

4.1 This service optimizes the wireless experience within Customer's primary residence structure and areas immediately adjacent to Customer's home (e.g., such as a deck or patio).

4.2 Blackfoot will provide up to one (1) hour of included on-site support by a Blackfoot technician. Additional labor charges (above the included first hour) may be assessed at Blackfoot's discretion.

4.3 Blackfoot's goal is to optimize connectivity for Customer's wireless devices within Customer's primary residence as a result of Blackfoot's visit and Customer's implementing the Blackfoot Technician's recommendations to optimize Customer's Internet experience.

4.4 Services include one (1) included modem/access point.

4.5 A wireless repeater or extension device may be required to optimize wireless coverage in Customer's home, at the Blackfoot technician's discretion. If more than one (1) such device is required to optimize wireless coverage in the home, additional devices may be purchased at the then current price, which are available upon request from Blackfoot Customer Care at 406-541-5000.

4.6 Modem/Access Point Warranty. Customer accepts the modem in its "as-is" state. Blackfoot disclaims all warranties related to same, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

4.7 Blackfoot will set up a guest network upon Customer's request.

4.8 Customer is solely responsible for ensuring that any customer-provided wireless equipment used to access the modem/wireless access point provided by Blackfoot is suitable for use with the modem/access point and is adequately protected against viruses.

4.9 Customers sometimes want a wireless network to be unsecured to accommodate their devices without wireless network security capabilities. While Blackfoot strongly advises against unsecured wireless networks, Blackfoot will accommodate such requests and Customer understands Customer's election to have an unsecured network can lead to various types of security issues and unauthorized use of Customer's wireless internet network.

4.10 Wireless Internet speeds and coverage vary based on the number of devices connected to the wireless network, the distance from router, the number of users on the wireless network, adherence to Blackfoot service recommendations, age of Customer's wireless devices (particularly devices no longer supported by their manufacturers) and noise from other electronics on same frequency (e.g., microwave ovens, baby monitors, etc.).



4.11 For Customer Service and billing questions, please call Blackfoot Communications at 406-541-5000.

5. EXCLUSIONS

- 5.1** Blackfoot provides Internet service for a separate fee. Customer can call Blackfoot Customer Service at 406-541-5000 or check Blackfoot's website at <https://www.blackfootcommunications.com>).
- 5.2** Wi-Fi service to structures separate from Customer's primary residence (e.g., workshops, barns, shed, etc.).
- 5.3** A new modem/wireless access point will not be provided if Customer recently purchased a modem from Blackfoot that is the same make and model, as this service provides, and remains in good operating order, as determined by Blackfoot's technical support team.
- 5.4** Repairing, replacing, supporting or troubleshooting Customer's Wi-Fi devices themselves (i.e., how to use Customer's game box or smartphone, computer virus issues and removal, etc.).
- 5.5** Port forwarding configurations. (Note: Blackfoot will configure port forwards upon request for customers and at then current Blackfoot time and materials rates, which are available upon request).
- 5.6** Technical support visits to Customer's home for issues unrelated to Customer's home wireless network.
- 5.7** Modem Assurance Plan Plus – Seasonal Customers: MAP+ customers who pay the one-time fee will not receive a replacement modem as part of Customer's fee payment.