



## End-User License Agreement

This Service Agreement ("Agreement") describes the terms under which Beacon Broadband, Inc. ("Beacon") will provide service(s) (Service) to the individual or entity taking service from Beacon's fiber optic network ("Customer"). **Please read the below terms carefully.**

### Agreement

**Terms of Service.** Customer agrees to purchase Service from Beacon under the terms of this Agreement and in accordance with Beacon's business policies, rules, and charges (collectively the "Terms of Service")—all of which constitute a contract between Customer and Beacon. The Terms of Service are available at [www.beaconbroadband.com/terms-service](http://www.beaconbroadband.com/terms-service). Customer's use of Service will be deemed an acknowledgement that Customer has read and agrees to the Terms of Service.

**Customer's Ownership of Service Location.** Customer represents that it owns the real property where Service will be received (the "Service Location") or has the permission of the owner(s) to enter into this Agreement.

**Pricing and Level of Service.** Customer will place an order for Service ("Service Order") through the customer portal, over the phone, or through another authorized means. Customer agrees to purchase Service as indicated in the Service Order.

**Billing and Payment.** By using the Services, Customer agrees to pay all charges relating to Service and agrees that failure to pay those charges may result in Service termination and Beacon's collection on amounts owed. Rate charges begin upon completed installation of Service at the Service Location and may be prorated for the first and last month of service. Charges are subject to change.

**Payment of Invoices.** Payment terms are net 20 days from date of invoice. Customer must provide notice of any invoice error within that time. Beacon reserves the right to immediately terminate Service if Customer fails to pay invoices in full when due.

**Credit card payments.** Use of a credit card to pay for Service is governed by the credit card issuer agreement. Customer must refer to that agreement for Customer responsibilities and liabilities as a cardholder. By providing Beacon with a credit card number, Customer authorizes Beacon to charge the card for any and all charges generated under this Agreement, until its termination, or prior instruction by Customer to stop charging the credit card. It is Customer's responsibility to provide Beacon with updated credit card information on a timely basis prior to the expiration or termination of the credit card on file. Beacon shall not be responsible in the event Customer's credit card limit is insufficient to cover payment.

**Late Fees.** Late accounts are subject to a fee of \$5.00 per month on the outstanding balance and will be assessed ten days after the due date.

**Taxes and Fees.** Customer is responsible for any applicable taxes that arise in any jurisdiction, however designated. If Customer is entitled to an exemption from any applicable tax or fee,



Customer will provide Beacon with a valid exemption certificate (in a form reasonably acceptable to Beacon).

**Termination by Customer.** Customer may disconnect Service at any time with no termination fee. Customer will remain responsible for any charges accrued up to the termination date.

**Termination by Beacon.** Beacon may terminate or decline to provide Service to Customer at any time for any reason. Services remaining unpaid after 60 days will be terminated. Balance will be required in full to reactive Service.

**Compliance with Terms of Service and Applicable Laws.** Customer agrees not to use the Service in a way prohibited by the Terms of Service, or by local, state, or federal law—including but not limited to trademark, copyright or other intellectual property laws.

**Grant of Easement.** As a condition of receiving Service, and without financial compensation from Beacon, Customer agrees to grant Beacon (or, at Beacon's direction, to Coos-Curry Electric Cooperative, Inc. or other assigns) a perpetual commercial communications easement on and through the Service Location both to provide Service to Customer and to reach other customers' premises. Beacon also has the right to utilize the Service Location in a reasonable manner to perform necessary maintenance, service upgrades, and periodic right-of-way maintenance.

**Access to Service Location.** Customer agrees to let Beacon access the Service Location to the extent reasonably required to provide Service and to exercise any easement rights.

**Interruptions and Credits.** In the event of a Service interruption occurring for more than twenty-four (24) consecutive hours after the earlier of being reported to Beacon or being found by Beacon to be out of order, resulting from causes solely within Beacon's reasonable control (aside from service interruptions resulting from Customer failure to pay amounts owed to Beacon, any willful or negligent act by Customer or a third party, any Customer-Owned Equipment malfunctioning, Beacon's inability to gain access to Customer premises, or other violations of this Agreement), Customer will be issued a credit for the period of the service interruption, upon Customer's request. Requests for credit must be made within five (5) business days following Service interruption. Unless required by law, such credit will not exceed the fixed monthly charges for the month of such Services interruption and will exclude all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **UNLESS PROHIBITED BY LAW, SUCH CREDIT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE.** Beacon will abide by applicable law, if such law imposes other credit requirements than described above, with respect to service interruptions.

**Force Majeure.** Beacon has no responsibility for Service problems that are beyond Beacon's reasonable control. Examples of problems beyond Beacon's reasonable control include acts of God, flood, fire, fiber cuts not caused by Beacon, those caused by storms and other natural disasters, third party damage to access networks, failure of any signal at the transmitter, failure of a communications satellite, loss of use of utility facilities, vandalism, terrorism, unavailability



of right-of-way, any law, order, regulation, or governmental act, civil disturbances, power failures, computer viruses, or strikes.

**Limitation of Liability.** Customer agrees that the damages to which it is entitled from Beacon or from any other party under this Agreement are limited to the cost of Service to Customer and, if applicable, to obtain the replacement or repair of any defective software or equipment provided by Beacon. BEACON, ITS OFFICERS, OPERATING MANAGERS, OWNERS, PARENT COMPANY, EMPLOYEES, AFFILIATES AND AGENTS (“BEACON PARTIES”) WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR LIABLE FOR ANY DELAY OR FAILURE TO PERFORM, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST PROFITS, COMPUTER FAILURE OR MALFUNCTION, ANY DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS. BEACON MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, REGARDING BEACON EQUIPMENT, SOFTWARE, OR ANY SERVICES FURNISHED TO CUSTOMER. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL THE BEACON PARTIES HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR RESULTING FROM BEACON’S FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO CUSTOMER OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO CUSTOMER.

FURTHER, BEACON SHALL HAVE NO LIABILITY FOR ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE SERVICES OR EQUIPMENT BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES ON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**No Warranty.** Beacon does not warrant uninterrupted use of Service. Nor does it warrant that Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components. Beacon does not warrant that any data or files Customer sends or receives via Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Customer’s information. THE SERVICE AND BEACON EQUIPMENT ARE PROVIDED ON AN “AS-IS BASIS” AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICE, EQUIPMENT, AND SOFTWARE BEACON PROVIDES AND BEACON DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

**Indemnity.** Customer shall defend, indemnify, and hold harmless Beacon and its corporate parent, Coos-Curry Electric Cooperative, Inc.—along with their directors, officers, and



employees—against any third-party claims, damages, losses, attorney’s fees, and expenses relating to or arising from Customer’s use of the Service, negligence or willful misconduct in connection with the Service, including breach of this Agreement.

**Successors and Assigns.** Beacon’s rights and obligations under this Agreement shall accrue to any of Beacon’s successors or assigns. Customer may not sell, transfer, or assign this Agreement to a third party without Beacon’s advance written consent.

**Resale.** Customer may not resell the Service to third-party end users absent Beacon’s prior written consent, which may be withheld at Beacon’s discretion. Any agreed-upon resale will require that Customer agree to indemnify, defend, and hold Beacon harmless from claims made against Beacon by such end users.

**Equipment.** Any Beacon-supplied equipment is, at all time, the sole and exclusive property of Beacon, regardless of payment made by Customer related to this Agreement. At no time will Beacon be deemed to have abandoned any Beacon-supplied equipment in the event it is not retrieved upon termination of any Services. Customer is to use the Beacon-supplied equipment only for the purposes of using Service as set forth in this Agreement. Customer agrees not to sell, transfer, lease, assign, or encumber Beacon supplied equipment, in whole or in part, to a third party.

**Repair and Replacements.** Beacon shall repair and/or replace Beacon supplied equipment provided to Customer at no charge, unless such repair or replacement was a result of Customer’s or third party’s misuse, negligence, fault, or theft. Beacon is not responsible for bringing service to the input of Customer-owned equipment and will not be responsible for the repair or replacement of such equipment. Any repair charges related to Customer’s or a third party’s misuse of any Beacon-supplied or Customer-owned equipment affecting Service will be Customer’s responsibility to pay. Customer agrees not to allow any Beacon supplied equipment to be serviced by non-Beacon personnel, agents, or representatives.

If the Beacon supplied equipment is lost, stolen, damaged, or tampered with, Customer agrees to pay to Beacon the retail replacement cost of the Beacon-supplied equipment, without deducting for depreciation or regular wear and tear. Customer agrees to return lost or stolen Beacon-supplied equipment that is recovered, even if Customer has paid Beacon for its replacement cost.

**Customer-Owned Equipment.** Beacon provides full, end-to-end Fiber Internet and Managed Wi-Fi Services (when purchased). As such, Beacon does support Customer-owned equipment. Beacon shall have no obligation to provide, maintain, service, repair, connect, operate, or replace Customer-owned equipment, or provide customer support relating to any issues relating to the compatibility with Service. Customer acknowledges and agrees that when Beacon personnel or authorized contractors must attempt or perform troubleshooting, maintenance, or repairs resulting from Customer-owned equipment malfunctioning, Customer shall be responsible for payment of all charges. Service calls generated by Customer-owned equipment may be subject to additional charges and Beacon supplied equipment may be installed. Beacon shall have no liability for any damage to Customer-owned equipment resulting from any



maintenance, troubleshooting, or repairs unless due exclusively to Beacon's negligence or willful misconduct.

**Usernames and Passwords.** Beacon may furnish Customer with one or more user identifications and/or passwords for use with respect to Service. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Beacon if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by or on behalf of Beacon. Beacon shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of any such identification or password. Beacon may change or discontinue any such identification or password, or Customer's right to use the same, at any time.

**Fiber Network.** Customer understands and agrees that the fiber installed or provided by Beacon will remain connected on the premises through the duration of Service with Beacon, as well as after termination of Service. Fiber service is installed either underground or aerial, and will usually follow the same route as existing power. Customer acknowledges that Beacon will need access through the Service Location. For new and existing single unit installations, the fiber shall become a fixture to the realty upon installation. Customer shall be responsible for the payment of any damages resulting from Customer or a third party's negligence or misuse of the fiber network. Customer acknowledges and agrees that Customer or a third party may not remove, replace, rearrange, attach to, or repair the fiber network. Customer may otherwise be held responsible for the cost of rectifying the fiber network and Beacon may terminate or suspend Service.

**Voice Subscribers Battery Backup.** Service uses electrical power at Customer's premises. If power is interrupted, for example due to a power outage, Customer may not be able to make or receive calls, use 911, or home security or medical monitoring services unless Customer has an Uninterruptable Power Supply (UPS) or battery backup. While Customer is solely responsible for purchasing a battery backup unit, Beacon offers all Customers the option to buy or rent an optional battery backup. A battery backup does not guarantee Customer will always be able to make or receive calls or use 911 in the event of a power interruption. Calls may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or any other technical or service-related issue. In such instances, Customer may be unable to use Beacon phone service to call 911. If Customer has a home alarm system, medical monitoring devices, or other similar equipment that utilizes telephone service to operate, Customer will need a separate power supply to operate those devices during a power outage in addition to the backup battery for your Beacon Broadband Voice Service. Beacon will not be liable for the failure of Service during a power outage, including failure due to the lack or nonperformance of battery backup power.

**Voice Subscribers and 911 Information.** The device that Beacon provides Customer for phone service is linked to the address provided to Beacon. In order for 911 calls to be properly directed to emergency services, ensure a correct premises address has been provided. If Customer moves the device to a new address without first obtaining the necessary approval





from Beacon, Customer will be in violation of this Agreement. Furthermore, moving the device to an unauthorized address may result in emergency personnel being unable to locate Customer. Ensuring Beacon has the correct address listed with the 911 database can take several business days from the time that Customer subscribes to Beacon phone services.

**Voice Subscribers and Unlimited Calling.** Beacon Broadband unlimited calling applies to the continental contiguous 48 states, and Washington, D.C, and is based on normal residential, non-commercial use. Calls made to Alaska, Hawaii, United States territories and possessions, Mexico, and all other foreign countries or protectorates and territories will be charged per minute based on destination. Unlimited calling also excludes 900, and 900-like numbers, and entertainment phone services. Additional charges will apply for all calls outside of the contiguous 48 states and Washington, D.C., directory assistance calling, and operator services.

**Amendment of the Terms of Service.** Customer agrees that the Terms of Service may change from time to time. Beacon may modify the Terms of Service, including this Agreement, at any time by posting changes online at least 21 days in advance at [www.beaconbroadband.com](http://www.beaconbroadband.com). Customer's continued use of Service following online notice of such modification shall be deemed to be Customer's acceptance of any such modification. If Customer does not agree to any modification of the Terms of Service, Customer must immediately cease using Service and notify Beacon that Customer is terminating Service.

**Entire Agreement.** The Terms of Service, of which this Agreement is a part, are the only terms and conditions that govern the Service.

**Jurisdiction; Venue; Choice of Law; Attorney Fees.** Customer agrees that exclusive jurisdiction for any claim or dispute with Beacon relating to this Agreement or the Service resides in the courts of Curry County, Oregon and that this Agreement shall be governed by Oregon law. If legal action is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

**Relationship of the Parties.** The relationship between Customer and Beacon shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, without limitation, for federal income tax purposes.

**No Waiver.** No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

**Severability.** If any term of this Agreement is to any extent invalid or otherwise unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

**Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.