

## Humboldt Utilities Broadband Service Agreement

The terms and conditions of this Service Agreement (“Terms of Service” or “Agreement”) constitute the agreement between Humboldt Utilities Broadband a division of Humboldt Utilities Authority (“HUA”, “Humboldt Utilities Broadband”, “Company”, “We”, or “Us”) and the User (“you”, “User” or “Customer”) of the Company’s voice communications services (“Phone Service”), broadband internet access service (“Internet Service”), and any related products or services (individually and collectively, “Services”). This Agreement governs both the Services and any equipment or device provided by the Company (“Device” or “Equipment”), used in conjunction with the Services.

By signing this agreement, you represent that you are of legal age to enter into an agreement and that you have read and understand fully the terms and conditions of this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES MANY IMPORTANT TERMS, INCLUDING WARNINGS THAT YOU MAY BE UNABLE TO USE THE PHONE SERVICE FOR 911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES, AND LIMITS AND DISCLAIMERS ON COMPANY’S LIABILITY.

By using Humboldt Utilities Broadband’s Services, you signify your agreement to all terms, conditions, and notices contained or referenced herein, including those published on our website, [www.humboldtutilities.com](http://www.humboldtutilities.com). If you do not agree to the Terms of Service, do not use the services and immediately terminate your subscription and this Agreement by calling Customer Service at 1-731-784-9212 and returning all Equipment to HUA Humboldt Utilities Broadband .

### BILLING AND PAYMENT

Customer agrees to pay for all Services provided by Humboldt Utilities Broadband, including but not limited to installation charges (if applicable), Equipment, Services, and all applicable local, state, or federal fees, taxes, and surcharges. The monthly charges for each Service or product shall be the then-current rates set by Humboldt Utilities Broadband, as published on our website at [www.humboldtutilities.com](http://www.humboldtutilities.com).

While Humboldt Utilities Broadband’s fiber optic Phone Service is exempt from many of the taxes and surcharges associated with traditional landline service, we are still required to collect state and local sales tax, state gross receipts and excise taxes, Universal Service Fund contributions, and E-911 surcharges. These items may appear separately on your invoice and may vary from time to time based on changes imposed by regulatory agencies.

### Pre-Pay Billing

All Customers are billed **in advance** for the upcoming month of Service. Full payment is due within fifteen (15) days of the invoice date. Your billing date will correspond to your service activation (“anniversary”) date or Humboldt Utilities Broadband’s utility service billing cycle. If you request a billing date change, your bill will be prorated accordingly. Invoices are delivered monthly to the email address you provide and are also generated with other city utility invoices. If an invoice or due date falls on a weekend or holiday, it will be processed on the next business day.

### Term of Service

Services are provided on a month-to-month basis. Each monthly term ends the day before the same date of the following month. Service automatically renews each month unless Humboldt Utilities Broadband receives written notice of cancellation at least ten (10) days prior to the end of the current term.

## Equipment (RG/ONT)

Each residential Internet Service package requires the use of a Humboldt Utilities Broadband-approved Residential Gateway (RG) and Optical Network Terminal (ONT). Humboldt Utilities Broadband will provide and support this equipment as part of your service.

If you lease a Humboldt Utilities Broadband-provided router, a monthly fee of \$10 applies, plus \$10 for each additional router and \$5 for each extender.

If you choose **not** to use Humboldt Utilities Broadband's provided RG/ONT, a monthly non-use fee will be assessed, as Humboldt Utilities Broadband cannot guarantee service performance, support, or troubleshooting on third-party equipment.

There will be no charge for upgrading your Internet Service to a different level of speed. The change in your monthly fee will be adjusted on next month's bill following the change request. If you request to downgrade your Internet Service to a different level of speed, there will be no changes made until the start of the next billing cycle. Services will not be prorated if such Services are cancelled before the end of a service period. Your Service will remain active until the end of the service period.

If you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including, without limitation, any unbilled charges, all of which will immediately become due and payable. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

For service calls, a \$100.00 service fee will only be applied if a technician has determined the result of the service interruption is due to Customer negligence. Humboldt Utilities Broadband will not be able to troubleshoot any modems or routers that are not provided by Humboldt Utilities Broadband. Additionally, a \$50.00 missed appointment fee will be charged if a technician is scheduled to visit Customer's home for a service call, but Customer is not home.

For service cancellation, if equipment is not returned following a disconnection, an equipment fee will be applied to the account. Equipment fees vary based on each customer account.

Payment for service is due no later than the Customer's billing date of the month. Humboldt Utilities Broadband's preferred payment method is automatic bank transfer or credit card payment. Auto-payment will be withdrawn on the due date stated on Customer's bill. Customers will have the option to make a payment online using their checking account information. If this payment is declined, a returned check fee of \$36.00 will be applied to your next month's billing statement. When you subscribe to our Services, you authorize us to collect from your payment method, including, if applicable, recovery fees and any other outstanding charges. This authorization will remain valid until 30 calendar days after you terminate our authority to charge your payment method.

You agree to pay all charges due and payable for the services without counterclaim, set off or deduction, other than amounts reasonably disputed. Failure to pay in full may result in immediate suspension of services, and HUA Humboldt Utilities Broadband shall have no liability for such suspension under any circumstances. During the period of suspension, Services will be unavailable until the account balance is paid in full.

If you dispute an invoice, you must pay the undisputed amounts and provide written notice of the disputed amounts. Failure to dispute a charge within a 30-day period shall constitute an irrevocable waiver of your right to dispute the charge, unless otherwise provided by law. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice. If any charges remain in dispute at the end of the 30-day period, you will pay the full amount due within 10 days, otherwise Humboldt Utilities Broadband may exercise any available remedies for breach.

If payment is not received within 7 days of the due date, a non-pay disconnection will be placed on your account. This will disable your Services until you make a payment to your account. However, the failure of Humboldt Utilities Broadband to terminate any Services for non-payment of any charges shall not act as a waiver or estoppel to terminate Services of such account for nonpayment of current or future charges. If full payment is received before the next billing cycle, Services will be reactivated, and a \$20.00 reconnection fee will be applied to the account.

All prepaid fees and other payments by Subscriber are non-refundable and non-creditable, except in situations where Customer has made prior arrangement with the Company to terminate service mid-month and has returned Equipment within the time frame set forth in this Agreement.

Customer is responsible for all charges attributable to its account with respect to the Services. You agree to notify Humboldt Utilities Broadband immediately, in writing or by calling the Humboldt Utilities Broadband support line at 1-731-686-1537 if you become aware at any time that Service is being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Service. Humboldt Utilities Broadband may, but is not obligated to, detect, or report unauthorized use or fraudulent use of Service. You agree to save, defend, indemnify and hold Humboldt Utilities Broadband harmless from all claims, costs, liabilities and damages arising out of such fraudulent or unauthorized use.

International calling for Phone Service is disabled by default. Customers may request it be enabled for a given country at any time by contacting Humboldt Utilities Broadband. All International calls are billed at their respective international rates, which are updated from time to time. Any and all call charges are rounded to the nearest whole penny. International calls will be charged at the start of the next month.

In the event it is necessary to utilize the services of a collection agency or an attorney to recover payments for services rendered, you will be liable for the reasonable cost of collection including, but not limited to, attorney fees and court costs. Humboldt Utilities Broadband reserves the right to refer your account to a collection agency at any time (no time limits apply).

Humboldt Utilities Broadband has no liability for service interruption; however, if you lose Services for more than 24 consecutive hours and the cause of the outage was within our reasonable control, Humboldt Utilities Broadband will provide you with credit for that period if you request one. All credit requests must be made within 30 days of your next bill following the outage or service issue.

#### ADDITIONAL TERMS FOR PHONE SERVICE CUSTOMERS

Humboldt Utilities Broadband Phone Service is delivered using Voice-over-Internet Protocol (“VoIP”) technology. Phone Service includes the following features:

- Unlimited Local & Long Distance Calling in the contiguous lower 48 U.S. States
- Caller ID (with Name if available)
- Call Waiting
- 3-way Calling
- Call Forwarding
- Voicemail (with text and/or e-mail notification option)
- Call Waiting
- Forwarding Variable
- Call Return
- Call Forward Busy
- Call Forward No Answer
- Remote Call Forwarding
- Speed Calling 30
- Repeat Dialing
- Anonymous Call Rejection
- Caller ID Delivery Block

You must supply certain equipment and facilities, such as a phone handset or equivalent, installed phone or network cabling and termination outlets, and a powered electrical outlet. You are responsible for supplying and ensuring that the equipment you supply is compatible with the Service and meets federal and other applicable standards. You represent that you either own your equipment or have the right to use that equipment in connection with the Service. The Company shall have no obligation to provide, maintain, support or service your equipment.

If you subscribe to the Company's Residential Phone Service, which is defined as Service intended solely for the subscriber's residence, or home, and not for commercial purposes ("Residential Services"), the Service and the Equipment are provided to you solely for such residential use. You shall not resell or transfer the Service or the Equipment to another party. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Equipment is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay the higher rates for Business Service for all periods in which your use of the Service or the Equipment was inconsistent with normal residential use.

If you subscribe to the Company's Business Phone Service, which is defined as Service intended solely for the subscriber's use to support commercial, for-profit or not-for-profit, nonresidential enterprises ("Business Services"), the Service and Equipment are provided to you as a small business User. You shall not resell or transfer the Service or the Equipment to another party. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or the Equipment in a way inconsistent with customary activities of a small business User.

All Customers (both Residential and Business) should read the provided Battery Backup disclosure. We are not responsible for your electrical power, and you may experience occasional outages. For this reason, it is strongly recommended that you maintain a battery backup. It is recommended that you provide a forwarding number so that you can receive phone calls in the event of an outage.

Customers also should read the 911 disclaimer document provided. By acceptance, and use, of the MPU Phone Service you acknowledge and accept any limitations of 9-1-1/E9-1-1 service, and you agree to convey these limitations to all persons who may place calls over the Phone Service.

You acknowledge that the Company may use call detail, and customer proprietary network information, for all lawful purposes, including but not limited to actions related to the initiation, rendering, billing and collection of the Service. Further, such actions also include the use of such information for the purposes of testing, verifying, and otherwise assuring that the Service is delivered to you.

## LOCAL NUMBER PORTABILITY

If you are transferring your existing phone number from another service provider for use with the Service, the following terms and conditions also shall apply:

You will cooperate fully with the Company and provide promptly all information, including a letter of authorization or other documentation, as requested by the Company in connection with the processing of your order for service.

You authorize the Company to notify your current telephone service provider of your decision to switch your local, local toll, toll free and long-distance services to the Service, and you represent you are authorized to take such actions.

You acknowledge that if you set up the Service prior to the date that the number switch becomes effective (the "Port Effective Date"), you may be able to place outgoing calls but not receive incoming calls over the Service, and may not be able to make 9-1-1 or other emergency calls over the Service, until the Port Effective Date (in such a case, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date); and

You acknowledge that if the Service is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected, and you will have no service for that line. To help avoid an interruption in your Phone Service, you should install the Service prior to, or on, the Port Effective Date. An estimate of the Port Effective Date may be sent to you by the Company following your completion of the ordering process, but this is only an estimate and not a guarantee of the Port Effective Date.

If you choose to terminate Phone Service and switch to another voice provider, any telephone number may be allowed to port out if, at the time of our receipt of the port-out request:

The number(s) being ported out have been active in the current subscribers account for at least 90 days,

All previous invoices have been paid and there is no outstanding balance on the account.

If you DO NOT notify Us that you are porting (moving) your phone number to a new phone company, Humboldt Utilities Broadband will turn off your Phone Service and terminate billing at the end of the current billing term. If you DO notify Us that you are porting (moving) your phone number to a new phone company, Humboldt Utilities Broadband must leave your Phone Service active until you or your new phone company notify Us that the port-away has completed. The Phone Service must remain active until the port-away has occurred, or your phone number may be lost. Once we're notified that the Port-away has completed, Humboldt Utilities Broadband will turn off your Phone Service and terminate billing at the end of the then- current billing term.

## PHONE NUMBERS

The Customer acknowledges and accepts that it does not own or have any property rights in or any other rights to any telephone numbers assigned to them, whether the telephone numbers are published in any directory. Humboldt Utilities Broadband may change a telephone number designated for the Customer if Humboldt Utilities Broadband has (a) reasonable grounds for changing it and gives the Customer reasonable advance notice stating the reason for and the anticipated date of the change, or (b) in cases of emergency, given the Customer verbal notice, followed by a written explanation as soon as is reasonably possible. Humboldt Utilities Broadband is not liable for any costs, damages or other amounts resulting from changes to telephone numbers.

## LIMITATIONS OF PHONE SERVICE

Customer acknowledges, and agrees with, the following limitations of service:

Phone numbers. The phone numbers you obtain from Us for Residential Service will not be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to look up your address.

Compatibility with other devices and systems. The Service may not be compatible with nonvoice devices. All non-voice communications equipment, including but not limited to, home security systems or alarm systems that are set up to make automatic phone calls, modems, data modems, any device that relies upon a modem, or other hearing-impaired devices, and medical monitoring devices ("Non-Voice Systems"), are not considered compatible with the Service and may be interrupted or permanently disabled by installation or operation of the Service. You should maintain a traditional analog telephone connection in order to use any alarm monitoring functions for any security system installed in your home or business that relies on a traditional circuit switched analog phone line. You are solely responsible for the operation and use of such Non-Voice Systems with the Service, including taking any necessary steps, as permitted under your agreements with the Company, to ensure compatibility between such Nonvoice Systems and the Service.

## TRANSFER OF ACCOUNT/CHANGE OF RESIDENCY

The Services shall only be provided to the Customer at the address where installation is performed. Customer may not transfer Customer's rights or obligation to the Services to any successor tenant or occupant or to any other address without Provider's prior written approval.

If you wish to move, you must contact the Company for information on Service availability at the new location. Using or moving, or attempting to use or move, the Equipment or Service to a new location is a violation of this Agreement.

## ACCESS ON PREMISES

You agree to allow Humboldt Utilities Broadband and/or our agents to enter the property at which the Humboldt Utilities Broadband Service(s) and/or Equipment will be provided to you (the "Premises"), upon your request, to install, configure, upgrade, maintain, inspect, change, repair and/or remove the Service and/or Humboldt Utilities Broadband Equipment. You warrant that you are either the owner of the Premises or, if you are not the owner of the Premises that you have obtained the consent of the owner for Humboldt Utilities Broadband or its agents to access the Premises for the purposes described herein including, without limitation, consent to attach Humboldt Utilities Broadband Equipment to the outside of the Premises.

## EQUIPMENT

You understand and acknowledge that, for Humboldt Utilities Broadband to provide a Service, certain Equipment may be provided to you at the physical address where the Service will be provided. You acknowledge that the equipment requirements are subject to change depending upon the specific installation environment provided by you, and Humboldt Utilities Broadband makes no representation or warranty that additional equipment will not be needed.

Equipment is, and shall always be, the sole and exclusive property of Humboldt Utilities Broadband. The Equipment may only be used in the premises, and you acknowledge that you may not remove, relocate or reinstall the Equipment at a location other than the Premises.

You agree to inspect the Equipment upon receipt and immediately notify Humboldt Utilities Broadband of any damages, malfunction or missing components so that Humboldt Utilities Broadband can take appropriate measures. Once the Equipment has been delivered to your location, it is your responsibility to ensure that the Equipment is not stolen, damaged, or otherwise harmed. The repair of any damage (other than fair wear and tear) will be your responsibility. If any of the Equipment is lost, stolen, or damaged during your ownership, Humboldt Utilities Broadband reserves the right to charge you the retail price of the lost, stolen or damaged items.

Should the Equipment malfunction for reasons other than misuse or accidental damage, Humboldt Utilities Broadband will repair or replace the product at no charge to you. In the case of malfunctions or damage caused by accident or misuse, Equipment repairs will be your responsibility, and Humboldt Utilities Broadband reserves the right to recover its cost of repairs through a service charge. If replacements are needed, Humboldt Utilities Broadband reserves the right to replace the Equipment with an equivalent system.

Humboldt Utilities Broadband is not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Equipment. In any event Humboldt Utilities Broadband's liability is limited, at Humboldt Utilities Broadband's choice, to: (a) replacement with the same or equivalent Equipment; (b) repair of the relevant Equipment.

## DEVICE ATTACHMENT RULES

All of Provider's Customers will receive an optical network terminal ("ONT") that will physically connect to the indoor fiber drop at their premise. The type of ONT deployed will vary based upon commercial or residential purposes. For residential purposes, Provider will offer a router that by default acts as a residential gateway and provides 2.4 and 5.0 Ghz wireless networks, Wi-Fi network management and connected device management capabilities at no additional charge. If a residential Customer declines to use this residential gateway configuration, the ONT can be configured in bridge mode and provide IP connectivity to Customer-provided equipment. For commercial purposes, an ONT configured in bridged mode will be provided when Customer can connect their commercial grade Customer Premise Equipment device to the Ethernet ports on the ONT. Provider WILL NOT configure any Customer-provided equipment. If the Customer is provisioned in bridge mode, Provider will only validate that Service is up and active to the Customer's bridged port on the ONT. Provider cannot perform any network management support on devices behind Customer-provided equipment. Provider's Customers may not connect their own ONT off the fiber drop inside their premises. Any attempt to do so will result in a complete loss of service until a Provider-provided ONT is configured, deployed and tested at the Customer's premises.

## SERVICE LEVEL QUARANTEES

The Customer understands and agrees that Humboldt Utilities Broadband does not guarantee that any particular amount of bandwidth on the Service will be made available to the Customer or that any speed or throughput of the Customer's connection to the Service will be available to the Customer. Service is subject to scheduled and unscheduled maintenance outages; however, Humboldt Utilities Broadband will strive to minimize the impact of scheduled outages.

## POWER REQUIREMENTS

The Customer understands that the fiber optic service requires electricity at the Customer's service location and if an electrical service outage occurs, all services delivered over the fiber which include Internet Service and could also include Phone Service, will not function during the outage period.

## SERVICE INTERRUPTIONS

The Company assumes no liability for interruption of Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather.

## CONGESTION MANAGEMENT

We monitor our network for utilization trends. We receive regular reports showing changes in network traffic and congestion. Humboldt Utilities Broadband performs routing monitoring on all network links to help ensure that traffic saturation does not occur on a regular basis. We do not set usage limits for our broadband Internet Service. As demand for our Internet Service increases, and as demand for higher bandwidth applications increases, we will monitor the effects on network performance and plan upgrades as we deem necessary. Should unforeseen developments in the future make it necessary to implement an active congestion management program, we will update these disclosures as necessary.

## SECURITY

Customer understands that using the Service presents certain security risks that may enable other internet users to gain access to or use of Customer's equipment or information. The customer is solely responsible for taking all appropriate security measures when using the Service, and agrees that neither Humboldt Utilities Broadband, nor its affiliates, directors, officers, employees, or agents, shall for responsible for security or information breaches. Software or applications installed on Customer-owned equipment, downloaded to your customer-owned equipment, or available through the internet may contain viruses or other harmful features. It is your sole responsibility to take appropriate precautions to protect your customer-owned equipment. The Company does not provide or ensure end user security to any Customer-owned device within the Customer Premise. Antivirus or firewall protection for a customer-owned personal computer, laptop or hand-held device is the sole responsibility of the Customer. The Company does deploy security measures to secure its network hardware in the data center and the field against unauthorized access. This is accomplished with its network monitoring software and firewall filtering policies within the edge and core of its network. You are responsible for protecting the information required to access or make modifications to your account (for example, passwords, PINs, secret answers to security questions, etc.). If someone else acquires this information (through no fault of ours), we will assume that you have authorized that person's use of the information and access to your account. Please report any suspected incidents of unauthorized access to your account or unauthorized disclosure of your account information to Humboldt Utilities Broadband promptly by calling 1-731-784-9212 visiting a Humboldt Utilities Broadband business office, or writing to us at PO Box 850, Humboldt, TN 38343.

## INFORMATION PROVIDED TO THIRD PARTIES

We are not responsible for any information provided by you to third parties including credit/debit card or banking information, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Services. You assume all privacy, security, and other risks associated with providing any information, including personal information, to third parties via the Services. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

## ACCEPTABLE USAGE

You agree to not misuse the Services or Equipment provided by Humboldt Utilities Broadband. Such misuse includes but is not limited to: (i) violation of any applicable law or regulation (ii) use in a manner that adversely interferes with Humboldt Utilities Broadband's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services such as to avoid paying for Services. (iv) use in a manner that infringes the intellectual property or other rights of any third party including copying, modifying, reverse engineering, uploading, downloading or reselling any content; (v) sending content or messages or otherwise engaging in communications that are abusive, obscene, lewd, lascivious, filthy, excessively violent, harassing, deceptive, illegal, fraudulent, threatening, defamatory, libelous, an invasion of privacy, or other similar behavior; (vi) modifying or tampering with Humboldt Utilities Broadband Equipment in any manner other than as expressly authorized by Humboldt Utilities Broadband ; (vii) engaging in telemarketing (including, without limitation, charitable or political solicitation or polling), auto- dialing, robocalling, fax or voicemail broadcasting, fax or voicemail blasting, spam, junk or other unsolicited email; (viii) intercepting a third party's communications or accessing or attempting to access another party's account or otherwise circumvent any 10 security measures; (ix) uploading any virus, worm or malicious code; (x) using automated connections that allow web broadcasts, automatic data feeds, automated machine-to-machine connections or peer- to-peer file sharing; (xi) using as a substitute or back-up for private lines, or full-time or dedicated data connections; (xii) networking hacking and "denial of service" attacks; (xiii) using unauthorized software or devices to maintain continuous active internet connection when the connection would otherwise have entered idle mode; or (xiv) engaging in continuous or extensive call forwarding or long-distance Phone Service abuse.

We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Equipment in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service.

If we believe that you have used the Service or the Equipment for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Humboldt Utilities Broadband will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

The Company has no obligation to monitor the Service or any user's use thereof or retain the content of any user session. However, the Company always reserves the right to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.

You acknowledge that you are accepting this Agreement on behalf of all persons who use the Service(s) and Humboldt Utilities Broadband Equipment at the Premises, and that you shall have the responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies. You will take reasonable precautions to prevent others from gaining unauthorized access to the Services. Except as otherwise specified in this Agreement, you are responsible for any unauthorized use and for controlling access to the Services and Humboldt Utilities Broadband Equipment including payment of any charges incurred because of any such unauthorized use.

## TERMINATION

This Agreement will remain in effect from Service activation until this Agreement is terminated (by Us or by you). To cancel or terminate any Service, you must contact our offices at 1-731-686-1537 during normal business hours at least 10 days before the end of the monthly term in which the notice is given. Applicable fees and charges for the Services may accrue until the Services have been disconnected, all Humboldt Utilities Broadband Equipment has been returned, and this Agreement has been terminated, subject to applicable law or the terms of any agreements we have with governmental authorities.

We may refund all prepaid monthly service fees charged for the Services after the effective date of termination, and we reserve the right to subtract from your refund of any outstanding amounts due to Us for the Services, for any affiliate or third-party services, or for other applicable fees and charges. Certain fees and charges are non-refundable and are also excluded.

Customer must cease all use of the Services as of the effective date of termination. You must pay in full for your use of the Services up to the date that this Agreement is terminated and the Services are disconnected (subject to applicable law).

We reserve the right to suspend or discontinue Services generally, or to terminate your Services, at any time in Our sole and absolute discretion, consistent with all applicable notice provisions and other regulatory requirements. If we discontinue the Services generally, or terminate your Services without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If any Services is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

Service may be suspended by the Company without prior notice, if necessary, to comply with applicable laws or to preserve the integrity of service to other Customers. If Business Service is suspended without prior notice, the Company will use reasonable efforts to notify Customer of the suspension and the reason for suspension within one (1) business hour of suspension.

Customer must return all Humboldt Utilities Broadband Equipment to Us at 207 South 13<sup>th</sup> Ave, Humboldt, TN 38343 within 30 days of the date on which the Services are disconnected. You must return the Equipment in working order, with the exception of normal wear and tear. If you fail to return the Equipment, we will charge you an Unreturned Equipment Fee. As the owner of Humboldt Utilities Broadband Equipment, we have the right to retrieve any Equipment you fail to return. We (or our agents) may request access to your Premises to remove all Humboldt Utilities Broadband Equipment and other material provided by us during regular business hours at a mutually agreed upon time.

#### DISCLAIMER OF WARRANTIES

All Services and Equipment provided by Humboldt Utilities Broadband are provided "as is" and "as available" for your use and without warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or noninfringement. Humboldt Utilities Broadband does not warrant that our Services will be available at any particular time or location; that any defects or errors will be corrected; or that the Service will be free of any viruses or other harmful components. Your use of our Services is solely at your own risk.

#### LIMITATION OF LIABILITY

Customer agrees that in the event of loss of Service, Customer's sole remedy shall be a credit for Service charges for the affected period.

IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATED TO INTERRUPTIONS IN SERVICE OR THE EFFECTS THEREFROM, OR LIABILITY 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 SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST PROFITS, COMPUTER FAILURE OR MALFUNCTION, HARDWARE OR SOFTWARE DAMAGE, LOSS OF FILES OR DATA, IDENTITY THEFT, OR FAILURE OF 911 OR E-911 SERVICE.

This section "Limitation of Liability" will survive termination or expiration of this Agreement, whether terminated by you or the Company, for any reason.

## INDEMNIFICATION

No contract or agreement with Humboldt Utilities Broadband shall create legal rights or benefits in third parties. Upon a request by MPU, you agree to defend, indemnify, and hold harmless Humboldt Utilities Broadband and any affiliated companies, and their employees, contractors, agents, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of Humboldt Utilities Broadband products or Services provided to your network. Humboldt Utilities Broadband reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Humboldt Utilities Broadband in asserting any available defenses.

## SEVERABILITY AND INTEGRATION

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and Humboldt Utilities Broadband with respect to our Services and supersedes all prior or contemporaneous communication and proposals (whether oral, written, or electronic) between you and Humboldt Utilities Broadband with respect to our Services. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## DISPUTE RESOLUTION

Complaints and questions regarding this Agreement, billing, your Services, technical support, or other matters should be first directed to our Customer Service support team at 1-731-731-784-9212 or visit our website at <https://www.humboldtutilities.com/>. If not resolved or addressed within 30 days from date of receipt of email, complaints and questions should be escalated to the Broadband Supervisor, Hunter Walters, [hwalters@humboldtutilities.com](mailto:hwalters@humboldtutilities.com). For any questions regarding a dispute or credit contact us at 1-731-784-9212 or at 207 South 13<sup>th</sup> Ave., Humboldt, TN 38343.

By signing this Agreement, you accept these Terms of Service, agree to the Humboldt Utilities Broadband Acceptable Use Policy, and understand our Internet Transparency Agreement as outlined on <https://www.humboldtutilities.com>.

\_\_\_\_\_(Customer)