

SERVICE AGREEMENT



YUKON-KUSKOKWIM DELTA
TRIBAL BROADBAND CONSORTIUM

1. AGREEMENT

Thank you for choosing the Yukon-Kuskokwim Delta Tribal Broadband Consortium ("Consortium"). In this Customer Agreement ("Agreement"), you'll find important information and terms and conditions about your broadband Services. **PLEASE READ THESE AGREEMENT TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES AND CONTACT US IMMEDIATELY AT (907)348-4012 TO TERMINATE THEM.**

NOTICE OF ARBITRATION AGREEMENT

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. IT REQUIRES THAT DISPUTES BE RESOLVED BY ARBITRATION, RATHER THAN CLASS ACTION LAWSUITS OR JURY TRIALS (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). PLEASE SEE SECTION 16 FOR MORE INFORMATION.

2. ACCEPTANCE OF AGREEMENT

- a. By signing up for and using the Service, you consent to the terms and conditions set forth in this Agreement. If you do not agree with these terms and conditions, do not use the Service and notify us immediately to cancel Service. This Agreement will remain in effect until the Service is terminated as provided in Section 17.
- b. This Agreement includes specific elements of the Services or Term Services Offer plans, including the pricing, duration, any applicable Early Termination charge ("ETF"), and Equipment pricing, all as described in the information made available to you when placing and confirming your order or activating your Services. This Agreement also includes Our Privacy Policy (www.ykdtribalbroadband.org/privacy) applicable to the Services and other policies and materials specifically referred to in this Agreement, all of which are incorporated into this Agreement by reference. Please retain a copy of this Agreement for your records.
- c. Specific plans allow you to cancel at any time with no cancellation fees. Other home and business service plans come with a 12-month term agreement, allowing you fixed rates on your monthly services during the period. Fixed term Service plans are subject to cancellation charges as provided in Section 6.

3. NOTICE OF CHANGES TO THIS AGREEMENT

- a. Changes to Agreement. The Current version of the terms of this Agreement shall be available on www.ykdtribalbroadband.org. From time to time, we will make revisions to this Agreement and to the policies relating to the Services, including revisions to the provisions that govern the way that you and the Consortium resolve disputes. We may provide notice of such revisions in a digital or paper format. Revisions to the terms and conditions shall be effective on the date specified in the notice. You accept the revisions and agree to abide by them by continuing to use the Services. We will provide you with at least thirty (30) days' notice prior to the effective date of any increases to the monthly price of the Services or Term Services Offer plan (excluding other charges as detailed in Section 17).

4. SERVICE CHANGES

- a. Modification. Subject to applicable law, we reserve the right to offer, change, rearrange, add, delete or otherwise modify the Services at any time, with or without prior notice to you. This includes changing, rearranging or otherwise modifying Term Services Offer packages, the selections available in those packages, the Equipment, any Other Devices, and any other features, products, software, and services that we offer.
- b. Restriction and Limitations. The Consortium or its suppliers may, without notice or liability, restrict the use of any Services or limit time of availability of Services. Not all Services may be available in all areas.

5. BILLING AND PAYMENT

- a. Charges. You agree to pay all charges associated with the Service, including without limitation installation/service call charges, monthly service charges, charges for the use of equipment, usage charges, overage charges, and other charges as set forth in your bill. Subject to notice

requirements or other legal limitations, we reserve the right to change monthly recurring fees, usage fees, connection fees, and equipment fees, or to add new fees, at our discretion and at any time.

- b. **Billing.** Service is purchased and provided to you monthly. Recurring service charges, equipment charges, and fees will be billed monthly in the same month Services are provided. For example, you will be billed on October 15 for Services provided October 1 through 30. Your first monthly bill may include pro-rated charges from the date you first begin receiving Service, as well as monthly recurring charges for the next month and charges for non-recurring Service you have received and may also include credit for any funds collected at the time of installation. Some charges, such as usage-based charges, may be billed after the products or services have been provided to you. If you receive Service under a promotion, regular charges for the Service will apply after the promotional period ends. Partial-month charges will be itemized on your statement if you add or change Service between billing dates.
- c. **Payments.** Payments can be made on or before the due date listed in your bill. If you provide a credit card or debit card number to us to pay for the Service, or you provide a bank Electronic Funds Transfer (EFT), you authorize us to charge that credit card or debit card for all amounts payable by you for ongoing charges until you notify us in writing that you are withdrawing this authorization or until you have paid all charges under this Agreement.
- d. **Late or Missing payments.** A late fee and finance charge will be assessed to any account that is not paid in full by the due date listed in your bill. Returned checks are also subject to a return fee.
- e. **Collections.** You expressly authorize the Consortium and its outside collection agencies or other agents to contact you in connection with all matters relating to unpaid past due charges. We may refer your past due account to a collection agency to collect any amounts past due. You agree that if we incur collection or other legal costs as a result of nonpayment, you will be liable for the total past due amount, any returned check fees, and the costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or legal costs upon judgment. THIS STATEMENT OF the CONSORTIUM'S RIGHTS TO PURSUE COLLECTIONS DOES NOT LIMIT OR MODIFY YOUR AGREEMENT TO RESOLVE ALL DISPUTES WITH THE CONSORTIUM PURSUANT TO SECTION 1.

6. DISCONNECTION AND TERMINATION OF SERVICE

- a. **Disconnection for late payment or non-payment.** We may disconnect your Service for late payments, non-payment, or violations of your obligations under this Agreement. If your account is disconnected due to late payment, non-payment, or violations of your obligations under this Agreement, you will still be responsible for any amount due, including paying any early termination charges associated with a Term Agreement (defined below), if applicable, and any reconnection fee that may be required to reconnect your Service.
- b. **Disconnection Procedures.** You may cancel your Service at any time and may be subject to being charged any early termination charge and other equipment fees. When you cancel your Service, or if we disconnect your Service, you are responsible for paying for your use of the Service through the date on which your termination takes effect. Since we bill you in the same month of using the Service, if you request to cancel your Service partway through a billing cycle, termination will not take effect until the end of that billing cycle, and you can continue to use the Service through the end of that billing cycle. You will not receive any prorated refunds for canceling partway through a billing cycle. We will refund any other amount due to you by mail after disconnection of the Service if there are no outstanding charges or early termination charges (if applicable), and after Consortium Equipment has been returned to us.
- c. **Term Agreement.** You may have entered into an agreement with the Consortium that requires you to maintain certain Services (including without limitation Consortium mobile cell service, if applicable, and Consortium internet service) for a certain period and that may allow the Consortium to charge you an early termination charge if you prematurely cancel your Service ("Term Agreement"). This Term Agreement is incorporated and merged into this Agreement.
- d. **No Term Agreement.** If you did not enter into a Term Agreement, you have the right to cancel your Service for any reason without incurring any early termination charge.

7. INTERNET SERVICE AVAILABILITY

- a. **Availability.** Through the Service, the Consortium provides you with Internet access using Consortium provided equipment. We offer different speed packages, depending on service availability in your region. The current Internet packages available in your region may be found on the Consortium website at <https://ykdtribalbroadband.org>. The Service is not available in all areas and may not be available at certain speeds in your location or at all.
- b. **Equipment.** Equipment includes Consortium-provided antennas; digital adapters; IP client boxes; peripheral devices; routers; extenders; wiring or optical network terminals. Equipment includes a router or extender provided to you by the Consortium. Equipment does not include any Other Devices that you attach to use with the Services. The Equipment provided by the Consortium for use with the Services may be new or refurbished.
- a. **Limited Liability.** The Consortium makes no guarantees about the quality of services provided and is not responsible for any claims, losses, damages, costs or other obligations arising from us of the Service.

8. PERFORMANCE CHARACTERISTICS

- a. **Speed.** The advertised plan speed is the maximum speed you should expect to achieve for the service to which you have subscribed. Several factors may affect the actual speed at any particular point in time. These factors may include, and not limited to: increased usage during peak hours of the day, the capability of the device used to access the Internet; location of the router; the capabilities of websites or other Internet services accessed by you; and other network traffic. For The Consortium's faster internet plans, these factors usually result in a speed test result lower than the actual speed of the Service we are providing you. If you suspect there is a performance issue with your Service, please call customer service at (907)348-4012. Speed tests performed on different sites may produce varying results due to networks and systems outside of the Consortium's direct control.
- b. **Speeds When Exceeding your Data Cap.** When applicable, some plans will reduce speeds for customers that have utilized all of the high-speed data usage under their plan to continue for the remainder of their billing cycle (after all the included usage has been used) at a "Basic Level of Service" without incurring additional usage charges. At a Basic Level of Service, transmissions have a lower maximum speed and may be deprioritized behind other customers who have not used all of their included high-speed data usage for that billing cycle; no applications, websites, or services are blocked at any time. Activities such as email, online shopping, banking, and most web browsing may load faster and work better than applications that require high speeds, such as large file downloads or streaming media. When using a Basic Level of Service, you may find that content requiring high speeds is sometimes embedded in web pages, which may slow down the overall web browsing experience. Note that when your new billing cycle begins, the Service will automatically return to the normal high-speed plan you subscribe to.

9. DATA USAGE

- a. To ensure high quality and affordable Internet access for all, the Consortium Internet subscribers and products are differentiated in part by bandwidth and the amount of usage included in the regular monthly Service charge. The Consortium reserves the right to change these amounts at any time. If the change results in a reduction of service, the Consortium will provide at least 30 days' notice on all relevant plans, any high-speed usage exceeding the included amount of usage will be invoiced and payable.
- b. You are responsible for all users who are allowed access to your Service and all utilization and excess traffic accessed through the Service. All the Consortium Internet services are designed, maintained, and priced to provide a quality broadband experience at affordable rates and are subject to fair and reasonable use of the service including pursuant to our Acceptable Use Policy.
- c. The Consortium provides an online interface ("Usage Viewer") to allow residential and business customers to monitor the usage on their accounts. The Usage Viewer is a guide for estimating current usage, but real-time updates are not available as usage is consumed. In addition, totals from previous days may increase as the usage records are processed and reported in the Usage Viewer, and changes to your plan during the billing cycle may result in inconsistent usage reporting until a new billing cycle begins. The Usage Viewer, along with any notifications designed to inform you about your usage, is provided as a convenience and may not be available at all times or for all service plans. If there is any anomalous traffic, you must report the issue to the Consortium within 3 business days of the anomalous traffic. If the anomalous traffic is reported promptly and results from circumstances outside your control, including without

limitation a computer virus, spam attack, or denial of service attack, the Consortium may, in its discretion, confirm the source of the problem and provide usage credit for the anomalous traffic. If you have questions about your usage, please contact Customer Service.

10. INFORMATION ABOUT PARTICULAR LEVELS OF SERVICE

- a. Some the Consortium Internet plans have a maximum usage overage charge that the Consortium will bill an Internet subscriber on a single invoice, equal to \$200. Customers on these plans who reach \$200 of usage overage charges will no longer be billed for any additional usage during that billing cycle, but the Internet service will be reduced to a minimum level of service for the remainder of the billing cycle.
- b. When available, other the Consortium Internet plans include a specific amount of high-speed data usage per billing cycle. Once all of the high-speed data included in the plan is used, the Internet service will be reduced to a minimum level of service for the remainder of the billing cycle. Customers on these plans are given the option to continue using the minimum level of service, upgrade to another plan, or authorize the purchase of an additional high-speed usage bucket. Since each purchase must be authorized before charges are incurred, there is no limit to the number of buckets a customer may opt to add.
- c. While some Services provide customers with unlimited data usage and no overage charges, any such products are subject to reasonable use and applicable network management practices. Services marketed or sold as "residential" are intended for residential use only, and commercial or business use of these services is prohibited. Service may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance by maintaining a sustained or continuous data connection. Activities that involve extensive high-volume and continuous data transfer might cause your account to be considered in excess of reasonable usage and subject to review. Examples of these activities may include, but are not limited to, use of the service as a substitute or backup for Dedicated Access internet service; continuous or frequent and sustained operation of server devices, host computer applications such as continuous Web camera broadcasts, or streaming video and peer-to-peer file sharing programs; or an unsecured wireless signal. The Consortium proactively identifies accounts with usage in excess of 2TB per billing period for account review and may provide the opportunity to upgrade your service or discuss how to maintain usage within acceptable ranges. The Consortium reserves the right to impose reasonable network management policies, including bandwidth limits and deprioritization of traffic, and/or to terminate service if a mutually agreed upon resolution cannot be reached.

11. NETWORK MANAGEMENT

- a. Monitoring of Network Performance by the Consortium. We automatically measure and monitor network performance and the performance of your Internet connection and our network. We will access and record information about Other Equipment profiles and settings, and the installation of software we provide. You agree to permit us and our applicable third party suppliers to access and scan your device, network ports, and Equipment and to monitor, adjust and record data, profiles and settings for the purpose of providing Services, managing Equipment software, and managing the security and performance of our Networks. You also consent to our or our third party service partners' monitoring of all connections and performance of your Internet connection, and to access and adjust Other Device and equipment settings, as they relate to the Services, Software, or other services which we may offer from time to time. We reserve the right to modify the password(s) for the Equipment used with the Services in order to safeguard Internet security, the security and privacy of Subscriber information, and/or for other good cause to provide, upgrade and maintain the Services, protect the network, other users of the Internet, or our Subscribers. Should we change such password(s), we will use reasonable means to notify you.
- b. Network Management. To maintain the best possible experience for all customers receiving Service, and to protect our network, the Consortium uses reasonable network management practices. Consistent with industry standards, if a certain portion of the network grows congested, we may use network management techniques to ensure that all customers have fair access to the network. For example, we employ a practice that allows the traffic of users that are imposing fewer demands on the network to get through highly utilized portions of the network more quickly than the traffic of heavier users. This policy is implemented without regard to the customer's specific identity or what specific content, application, service or device they are using. A user may be deemed a "heavy user" based on usage during a short period of time (e.g., 15 minutes) or on a monthly billing cycle basis, or both. Thus, someone identified as a heavy user

at the present time might be determined to be a light user just a few minutes later or with sufficient usage may be deemed a heavy user for the remainder of their billing cycle. These techniques manage congestion in real time so the periods of management may be sporadic and are temporary. As described above, we also deprioritize for the remainder of the billing cycle traffic of customers who continue to use the Service after they have utilized all of the high-speed data usage included in their Service. Customers whose Internet traffic is de-prioritized may experience longer than normal times to download or upload files, somewhat slower Web browsing, or delays in online gaming. These techniques manage congestion in real time, so the periods of management may be sporadic and are temporary. Except for ensuring network security and integrity and addressing traffic unwanted by our users (such as viruses, spam, etc.), we do not prohibit the use of, block access to, or block traffic from any services or applications even when we use network management techniques. To ensure that applications work effectively for all our customers, the Consortium may prioritize certain applications that require real-time interaction such as voice service.

- c. Additional network management. Locations in the Consortium's statewide network that are served in part via satellite do not allow for the types of real-time congestion management described above. In addition, the Consortium may use Company Equipment, including but not limited to reserving one or more Service Set Identifiers ("SSIDs") on any WiFi-enabled devices provided to you by the Consortium, to assist in the optimization of the Consortium network resources and to provide other services in our sole discretion. Such other services will not negatively impact your internet speeds or usage under this Agreement we may change our network management techniques from time to time without advance or immediate notice to you. Aggregated, non-customer-specific network traffic data is stored and used specifically for network management and growth planning purposes by the Consortium.
- d. IP Addresses. You acknowledge that use of the Service does not give you any ownership or other rights in any Internet/on-line addresses provided to you, including without limitation Internet Protocol ("IP") addresses and e-mail addresses. We may modify or change these addresses at any time and will make reasonable efforts to contact impacted customers when such changes are made. Upon termination of your Service, we reserve the right to permanently delete or remove any or all addresses associated with your Service.

12. ACCEPTABLE USES

- a. Residential Use. The Services provided under this Agreement are solely for Subscriber's personal, residential use and Subscriber shall not use Services for any commercial purpose. The Consortium, in its sole discretion, shall have the right to determine what constitutes residential use and may require you to obtain a commercial/business account. Your use of the Service(s) and Equipment may not cause harm to our network, may not be used to commit fraud or constitute an abuse of the Service(s) or Equipment and must comply with our Acceptable Use Policy which is set forth in our Acceptable Use Policy.
- b. Business Use. The Services provided under a Business Agreement are solely for commercial use. A business will be required to establish more than one Business Agreement for multiple facility locations, or a single facility with multiple floors. Your use of the Service(s) and Equipment may not cause harm to our network, may not be used to commit fraud or constitute an abuse of the Service(s) or Equipment and must comply with our Acceptable Use Policy which is set forth in our Acceptable use Policy.
- c. Responsibility for All Use. You are responsible for all use of the Services, whether by you or someone using the Services with or without your permission. You agree not to use the Services, directly or indirectly, for any unlawful purpose, including without limitation, violation of copyright laws, Children's Internet Protection Act (CIPA). Users shall not use any website, application or methods to bypass filtering of the network.
- d. Lawful Use. You further agree that your use of the Services is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We, in our sole discretion, or any vendor or partner, may prosecute you and other responsible parties under applicable federal, state and local laws in the event that the Services are used for an unlawful purpose. As described in more detail in Section 20 you agree to indemnify us in the event of any such violation by you or anyone using the Services at the Premises or at another location.
- e. Managing Content. You understand and agree that not all Content may be suitable for all viewers, and users of the Services may have access to Content that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree it is your responsibility to impose any

restrictions you determine appropriate to limit access to objectionable material, and you agree to supervise usage of the Services. We strongly recommend the use of commercially available content filtering software. You agree that we are not responsible to you or anyone else viewing content or information provided on, or accessed through, the services for any content that you or others may deem to be objectionable for any reason and you waive any claims against us for any injury or harm relating to such content or the viewing of content. You further understand and agree that we are not responsible for the information or materials accessible via the internet or through use of the services.

- f. Tools and Third-Party content. The Consortium may provide tools for you to manage access to certain Content, however tools may not be available to control all content on unregulated platforms or in all circumstances. The Consortium does not control and is not responsible for third-party platform content.
- g. Gaming Services-Ownership, Licenses, and Restrictions. Other Devices, Partner-provided gaming services and all software incorporated therein are protected by copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights. You may be granted a limited personal, noncommercial, nonexclusive, non-assignable, non-sublicensable, and revocable license to access and use Other Devices and partner-provided gaming services for their intended uses during the time that you are receiving Services. You may not sell, resell, reproduce, distribute, display, perform, record, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, translate, publish, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code of, disassemble any software therein, attempt to disable or circumvent any digital rights management mechanism or other content protection measures, or otherwise use and exploit any part of the Other Devices and partner-provided gaming services. All rights not expressly granted to you herein are reserved. We may revoke this license at any time without notice.
- h. Screen Use. Screen capturing and screen recording may not be permitted and may be unavailable or blocked, depending on authorization by respective owners. Functionality to share through social media, to text message, or to download Content may be intentionally blocked or may not be available as a service feature.
- i. Alternative Billing and Payment Formats. The Consortium generally provides bills online but may provide bills in alternate media formats upon request. Payment is made online with credit or debit card, or through Electronic Funds Transfer (EFT). Customers who are unable to provide these forms of payment are encouraged to visit their Tribal government administrative offices to arrange for paper check payments.
- j. Viewing Content. Some scenes have a flashing effect that may trigger seizures or other symptoms for photosensitive viewers. Viewer discretion is advised.

13. SOFTWARE LICENSES AND THIRD-PARTY SERVICES

- a. Software Use and Modifications. We reserve the right through remote or other means to periodically update, monitor, upgrade, change or discontinue the Software used to support Equipment or Services and to make related changes to the settings and software on the Equipment, or on Consortium applications running on your associated Other Devices. You agree to permit such changes and access to the Equipment and your associated Other Devices. You may use the Software only in connection with the Services and for no other purpose.
- b. End User License Agreement. Certain Software may be accompanied by an end-user license agreement ("EULA") from us or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA, including any updates to EULA terms. To the extent any terms of a given EULA directly conflict with the terms of this Agreement, the terms of the EULA will apply.
- c. Software License. For Software provided in relation to the Services but not accompanied by a EULA, you are hereby granted a revocable, non-exclusive, non-transferable license by us or our third-party licensor(s) to use the Software (and any corrections, updates and upgrades thereto) for the sole purpose of receiving the Services from us, and solely for as long as you are receiving Services from us. All Software licensed to you hereunder is protected by copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights. You may not sell, resell, reproduce, distribute, display, perform, record, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, translate, publish, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code of,

disassemble any software therein, attempt to disable or circumvent any digital rights management mechanism or other content protection measures, or otherwise use and exploit any part of the Software. All rights not expressly granted to you herein are reserved. We may revoke this license at any time without notice. Additionally, you agree that the Software is confidential information of the Consortium or its third-party licensors and that you will not disclose or use the Software except as expressly permitted herein.

- d. **Software Restrictions.** You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third-party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
- e. **License Termination.** Your license to use the Software will remain in effect until terminated by the Consortium or its third-party licensors, or until the Services are terminated. If any portion of the Services and/or Software is accessed after termination, you are bound by this Agreement and any terms and conditions incorporated by reference as they may be updated from time to time.
- f. **Third-Party Terms.** If you subscribe to or otherwise use any third-party services offered by the Consortium in connection with the Services, your use of such services may be subject to the separate service, EULA and privacy terms of that third-party provider. Violation of those terms may result in the termination of your Consortium Services. Such terms and conditions make the Consortium (or all third parties) an intended third party beneficiary of the terms of service and include provisions in the terms of service stating, among other things and without limitation, that: (a) Customer is obtaining a license under copyright to the Services; and (b) Customer's use of the Services must be in accordance with the Usage Rules. Guidelines, rules, or licenses from Content providers and third party licensors contain terms and conditions in addition to those set forth in this Agreement. Any rights granted under this and any third party term and conditions are non-transferable and shall terminate upon breach by you. Upon termination all included Content and Services will be inaccessible to you. The Consortium and any third parties shall exercise reasonable efforts to administer and enforce the terms and conditions referenced herein.
- g. **Patents.** Certain software or technical information is licensed from third parties and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. All intellectual property rights not expressly granted in this Agreement are reserved by the Consortium.

14. AUTHORIZED USERS; PREMISES

- a. **Legal Authority.** You acknowledge that you are eighteen (18) years of age or older, and that you have the legal authority to enter into this Agreement.
- b. **Premises Access.** You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, inspecting, upgrading and/or removing the Services and any Equipment. Entry is subject to applicable law. We will make reasonable efforts to accommodate building access and homeowner or condominium association policies, but you agree to be responsible for violations of these policies related to access to the Premises.
- c. **Right to Access.** You acknowledge and agree that you are either an owner of, or legal tenant in, or authorized business official of your Premises, and as such have the right to allow us and our representatives to enter and make modifications to the Premises in connection with the delivery of the Services.
- d. **Assignment.** This Agreement and the Services and/or Equipment supplied by the Consortium are not assignable or otherwise transferable by Subscriber, without specific written authorization from the Consortium. At the Consortium's discretion, we may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Consortium affiliates. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Premises immediately upon such transfer of home ownership or change in occupancy.

15. PERSONAL DATA AND PRIVACY

- a. Accepting this Agreement means that you also agree to our Privacy Policy, available at www.ykdtribalbroadband.org/privacy which may be updated from time to time and describes the information we collect, how that information may be used and shared, and the choices you have about certain uses of information.
- b. When you access and use third party services, including third party services which the Consortium may make available as part of or in connection with your Services, you are subject to the terms of service and privacy policy issued by those third-party providers when using their services. The Consortium Terms of Service and Privacy Policies apply when you are using our Services and Equipment.
- c. Account security and passwords. When you register for the Service, we may provide you a password and username upon completing the registration process. You may also set your own passwords for access to certain features of the Service. You are responsible for maintaining the confidentiality of your passwords. You are fully responsible for all activities that occur under your password or account, including any breach of this Agreement. If you learn of unauthorized access to your account, you must notify us immediately. In some instances, in the course of providing technical or customer service assistance for your Service, the Consortium technicians or customer service representatives may be able to see the password you use to access the Consortium Services, Software, or Company Equipment. It is your responsibility to choose unique, secure passwords and to avoid reusing passwords for multiple purposes

16. EQUIPMENT; MAINTENANCE AND OWNERSHIP AND RETURN OF EQUIPMENT

- a. Only Consortium-issued equipment is authorized for use on the network. This includes Consortium-provided home routers, cables, surge protectors, antennas; digital adapters; IP client boxes; peripheral devices; routers; extenders; wiring or optical network terminals.
- b. Consortium Ownership. Consortium provided Equipment is not available for sale. You acknowledge and agree that at all times ownership of Equipment shall remain with us and that this Agreement allows you to use Equipment only in connection with your lawful receipt and use of the Services. You are responsible for the cost of Equipment which is lost, damaged by animals, damaged by fire, water, theft or other misuse.
- c. Consortium Equipment/Reconditioned Equipment. We may, at our option, supply new or reconditioned Equipment. We will repair and maintain Equipment owned by us at our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Equipment, in which case you will be financially responsible for the repair or replacement of the damaged Equipment. You also agree that Equipment will not be serviced by anyone other than our employees or our designated agents or representatives. You further agree not to tamper with or otherwise harm Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment or Other Devices, or software or firmware provided by the Consortium in connection with the Services.
- d. Equipment Pricing. Equipment may be priced separately from the price of the Services or Term Services Offer plan and may not be subject to price protection applicable to the Services or Term Services Offer plan in a term agreement or promotional offer.
- e. Software Updates. The Consortium will from time-to-time push Software updates to Equipment, for example routers.
- f. Equipment Return Policy. Equipment will be returned to the Consortium as set forth below. These policies do not limit or supersede existing manufacturers' warranties.
- g. Return after termination of services. Except as set forth below, upon termination of Services, or if the occupancy or ownership of your Premises changes, you are responsible for returning the Equipment to us in an undamaged condition, subject only to reasonable wear and tear. If Equipment is affixed with a label which includes the following (or similar) message, "PROPERTY OF Consortium. DO NOT REMOVE FROM PREMISES," then you must not remove the Equipment and you will not be assessed an Unreturned Equipment Charge as long as the Equipment is left in place in reasonable condition.
- h. The Consortium will arrange for removal of equipment from the premises from time to time when maintaining, servicing, or upon cancelation of services. Equipment may include antennas; routers; cables; lightning protectors, pole extenders, or other Consortium owned equipment used in the installation of Services.

- i. The Consortium's sole obligation to you under its Return Policy shall be to replace or repair any qualifying Equipment, subject to the limitations set forth in this section and otherwise set forth below, the returning of defective equipment or requests for repair or replacement Equipment will not apply in the following circumstances:
- j. The Equipment is sent, or otherwise taken, outside of the United States.
- k. Equipment that is not connected to the Consortium's network, as applicable, so that remote diagnostics can be attempted.
- l. Upon services ordered, if you are not the primary account holder when the Equipment was installed, or the Equipment has been reported as stolen to the Consortium by the primary account holder.
- m. You are more than sixty (60) days past due on any of your payment obligations in connection with any Consortium service.
- n. Where you alter, repair, or improperly handle the Equipment.
- o. There is damage or other equipment failure where you do not maintain the Equipment according to the owner's manual; or you improperly store, ventilate, connect, or reconfigure, or place the Equipment. (Equipment must be placed in an area that complies with the manufacturers published space, electrical grounding, or environmental requirements).
- p. Equipment is abused, vandalized, stolen, damaged by fire, water, power failure, inadequate power supply, unusual atmospheric conditions, acts of war, acts of God or other Force Majeure events.
- q. You use the Equipment in a manner inconsistent with its design, the owner's manual, if any, or the way the manufacturer intended the equipment to be used.
- r. With exceptions for business accounts, you use the Equipment for any purpose other than your private non-commercial use.
- s. The Equipment has cosmetic damage such as, but not limited to, scratches, dents, rust, or stains.
- t. The Equipment runs any software not provided by the Consortium or its immediate partners, including but not limited to, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.
- u. Failure to Follow Return Policy. Failing to return Equipment owned by us within thirty (30) days as instructed by the Consortium or returning Equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of Unreturned Equipment Charge(s) for each piece of unreturned equipment. Unreturned Equipment Charges may be substantial. You are responsible for reviewing updates to our Services Agreement. You also may be required to pay certain Equipment-related fees, such as restocking and/or exchange fees, upgrade fees, surcharges, and taxes.
- v. Retired Equipment. If you continue to use Equipment after the Consortium designates it as Retired, you may not receive software-based equipment feature and security updates, which may impair the delivery of services.

17. TERMINATIONS OF
SERVICES;
TERMINATION OF
CHARGES

- a. Termination with Notice. You or the Consortium may terminate the Services at any time and for any reason by giving notice in accordance with the notice provisions set forth in this Agreement. Unless otherwise required by applicable law, termination will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through the date of termination. Installation or setup fees paid at the initiation of the Services, if any, are not refundable. In the event the Consortium determines fraud, abuse or other violations of law or this Agreement, we may terminate your Service(s) immediately with no Notice.
- b. Termination by Violation. If a termination is a result of violation by you of the terms of this Agreement, you may also be liable to pay an Early Termination charge. We may, at our sole discretion, refuse to accept your subsequent request for Services following a termination or suspension of your use of the Services. If the Services are terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Services are reactivated.

- c. Early Termination charge. Except as otherwise set forth in this agreement, if you have chosen to subscribe to a term service offer plan with a minimum term commitment, the Consortium may assess an early termination charge in the event you cancel all or any component of the term services offer or if the Consortium terminates the Services under section you agree to pay the Consortium the early termination charge set forth in the term services offer plan you have chosen.

18. PRICING AND PAYMENT

- a. You agree to pay us in consideration for your receipt or use of the Services, including any Third-Party services which may be included as part of a Term Services Offer package or charges for Third Party services integrated into your Consortium bill, and any Equipment or Software.
- b. Service Fees. Billing for Services will begin automatically: Upon installation or activation of Services (i) if the Services are installed by The Consortium or (ii) on the Due Date established by The Consortium (after Equipment has been delivered) if the Services are self-installed by you. Billing will continue until the Services are terminated in accordance with Section 10 of this Agreement.
- c. Certain Services or discounts on Services, including but not limited to Bundled products and Services, may require you to elect a paperless billing option and/or payment by a specific credit card or other payment option or may require you to link your Services with other Consortium-provided services. You will begin receiving any discount associated with a Term Services Offer plan once all the Term Services Offer have been installed.
- d. Regular Services and Equipment charges are billed the 15th of each month for Services in the same month in which the Services is used. For example, you will be billed on October 15 for Services provided October 1 -31. You agree to pay by deadline t our rates in effect at the time, through all periods until the Services are terminated.
- e. You agree to pay all applicable Charges for Services and Equipment by the due date set forth in your monthly bill. Charges may be changed at any time. Changes to charges for Consortium Services are subject to the provision of prior notice to you as required by law. The substantive laws of Alaska shall be applied to disputes related to checks tendered as payment in full for less than the full balance due, consistent with Section 6 of this Agreement.
- f. You agree that you are solely responsible for any purchases or other transactions made through, using, or in connection with the Services, including any fees or prior due balances.
- g. Your billing statement may also contain other Consortium Charges, taxes and fees as well as third-party Charges, and any applicable Termination charges required in accordance with Section 10 of this Agreement and the specific terms of your service package. You agree to pay all Charges, taxes and fees by the due date set forth in your billing statement. The waiver of any fees or charges is at our discretion.
- h. If you cancel any component of a Term Services Offer plan, the monthly charges for the remaining Services on your account may automatically convert to the applicable existing non-discounted monthly Services rate.
- i. Plans with Minimum Terms. If you subscribe to a Term Services Offer plan with a term commitment, you agree to maintain such Services for the minimum term of that plan. At the end of your term, you may be given the option to select a new Term Services Offer plan. If you do not select a new Term Services Offer plan, your account will automatically convert to a month-to-month plan at a monthly fee that may be higher than your current rate. If you subscribe to a new Term Services Offer plan, the terms of that plan will apply.
- j. Third-Party Charges. You acknowledge and agree that you may incur and are solely responsible for any Third-Party Charges, including all applicable taxes, regardless of whether such charges appear on your Consortium bill or a Third-Party bill. In addition, you are solely responsible for protecting the security of credit cards and other personal information provided to others in connection with such transactions.
- k. Automatic Renewal of Services. Term Services Offer(s) and Third-Party Services may automatically renew at the end of the initial Term. Subject to applicable law, each Term shall automatically renew for subsequent periods of the same length as the initial term unless either you or the Consortium gives the other written or electronic notice of termination at least thirty (30) days, but no more than sixty (60) days, prior to the expiration of the then current term. To cancel any Services or Term Service Offers, you may contact us by phone at (907)348-4012. Certain Term Services Offers or Third-Party Services may include a trial period commencing at

the beginning of the agreed upon Term. If you decide during the trial period that the Term Services or Third-Party Services are no longer needed or wanted, you must contact us **and** the provider of the Third-Party Services to cancel the Services at least twenty (24) hours before the free trial ends.

- l. Late Fees. If the Consortium does not receive your payment on time, we may charge you a late fee of up to 1.5 percent per month (18 percent per year) on the unpaid balance, or a flat \$5 per month, whichever is greater, if allowed by law in the state of your billing address. Late fees for Third-Party Services are or may be subject to Third-Party Service(s) terms and conditions.
- m. Nonpayment. You will be billed monthly for your Consortium Services. If any portion of your bill is not paid by the due date, the Consortium may terminate or suspend the Services without notice. If the Consortium uses a collection agency or commences legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees. If you fail to pay on time and the Consortium refers your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. There will be calculated at the maximum percentage permitted by applicable law, not to exceed eighteen (18) percent.
- n. If the Consortium suspends your account for non-payment, we may also suspend your access to subscribed Value-Added Services and third-party Content, apps, and services, when applicable.
- o. Customer Deposits. We may require that you provide us with a refundable deposit ("Customer Deposit") prior to or upon the activation or reactivation of the Services. We may also require an additional Customer Deposit after activation of the Services if you fail to pay any amounts when due hereunder or seek to upgrade the Services. We may apply Customer Deposits against any unpaid amounts at any time. Within ninety (90) days of termination of Services, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.
- p. Questions about Your Billing Statement. You will automatically receive an online bill, which you should access through your online account by calling our authorized billing agent, Microcom.TV at 907-264-0052. You may request a paper version (non-digital) of your bill. The Consortium may charge a fee for paper bills as may be permitted by applicable laws. It is important to review your bill carefully each month, as it may contain important messages regarding your Services, as well as your current charges and any past-due amounts. Subject to applicable law, if you intend to dispute a charge on your billing statement, you must contact us within sixty (60) days of your billing date if you receive the bill in question. The undisputed portion of your billing statement must be paid by the due date to avoid a late fee and possible suspension or termination of the Services.
- q. Payments. Except as otherwise permitted under applicable law, you agree that you will pay your bill by credit or debit card, electronic funds transfer payments. The outstanding balance is due in full each month. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law.
- r. Based on your election and subject to our approval, the Consortium or its agent will bill you directly, or charge your credit card. If you elect to be billed on your Consortium bill, by using the Services, you agree to have all Services charges included on your bill. If you subscribe to a Term Services Offer plan, then all of the Term Services Offer must be billed on your The Consortium Services bill.
- s. Complaint Procedures. If you have any concerns regarding customer service, billing, or service quality, please contact us via the methods set forth in your monthly invoice or call our authorized bill agent Microcom.tv at (907)264-0052. When you contact us, please explain the nature and history of the problem. We will try to promptly resolve your concern. If we are unable to resolve your concern, we will notify you that we are unable to do so and explain the reason why.

19. WARRANTIES AND
LIMITATION OF
LIABILITY

- a. Disclaimer of Warranties. We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service(s). We do not warrant that your Equipment will work perfectly, will not need occasional upgrades or modifications, or that it will not be

negatively affected by network–related modifications, peak usage times, upgrades or similar activity.

- b. **Waivers and Limitations of Liability.** You and the Consortium both agree to limit claims against each other solely to direct damages. That means neither of us will claim any damages that are indirect, special, consequential, incidental, treble, or punitive. For example, disallowed damages include those arising out of a Service or Equipment failure, unauthorized access or changes to your account or Services or Equipment, or the use of your account or Equipment by others to authenticate, access or make changes to a third-party account, such as a financial account or Third-Party Service account, including changing passwords. This limitation and waiver will apply regardless of the theory of liability. It also applies if you bring a claim against one of our vendor partners, content partners, or Third-Party Services partners, to the extent we would be required to indemnify the supplier for the claim. You agree we are not responsible for problems caused by you or others, or by any act of God. You also agree we are not liable for missed or deleted voice mails or other messages, or for any information (like pictures) lost or deleted.
- c. **YOU ACKNOWLEDGE THAT THERE MAY BE SERVICE OUTAGES, LIMITATIONS, AND INTERRUPTIONS AT YOUR LOCATION AND THAT NOT ALL SERVICES ARE AVAILABLE IN ALL LOCATIONS. WE ARE NOT LIABLE FOR SERVICE OUTAGES OR FOR SERVICE LIMITATIONS OR INTERRUPTIONS. OUR LIABILITY FOR ANY ACTION OR INACTION WILL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING LOST PROFITS.** We are not liable for (i) economic loss or injuries to persons or property arising from use of the Service or any equipment used in connection with the Service; (ii) the installation or repair of the equipment by any parties who are not our employees; or (iii) damages due to use of third-party products or services. We are not liable for any acts associated with the proper exercise of rights under the privacy provisions of this Agreement, including without limitation the Consortium’s Privacy Policy, which is incorporated herein. We are not liable for acts or omissions of another service provider, including without limitation any information they provide through equipment, any modification or failure of equipment caused by them, or for any other causes beyond our reasonable control. This limitation of liability is an agreed-upon benefit of the bargain and remains in effect even if any remedy under the Agreement fails of its essential purpose.

20. INDEMNIFICATION

- a. You agree to defend, indemnify and hold harmless all Consortium Parties from and against all liabilities, costs and expenses, including reasonable attorneys’ and experts’ fees, related to or arising from your use of the Services, the Equipment, and any Other Devices used in connection with the Services (or the use of the Services or any such Equipment or Other Devices by anyone else), (i) in violation of applicable laws, regulations or this Agreement including, without limitation, infringement of copyrights or other proprietary rights; or (ii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property.

21. NOTICES AND CONTACT

- a. **Notice of Arbitration Claim.** If either you or the Consortium intends to seek arbitration under this Agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 60 days in advance of initiating the arbitration. Notice to the Consortium of either arbitration or mediation should be sent to YKD Tribal Broadband Consortium, PO Box 1159, Bethel, AK 99559 or email kevin@ykdTribalBroadband.org. The notice must describe the nature of the claim and the relief being sought, in the manner directed in the applicable arbitration or mediation Section of this Agreement. Other notices required under this Agreement shall be provided by you by contacting us via the methods set forth in your monthly invoice or in the Contact Us section of www.ykdtribalbroadband.org
- b. **Notice of a Billing Dispute.** You must notify us within thirty (30) days of receipt of your bill if you disagree with any Charges on your Consortium bill.
- c. **Other Notices.** Our notices to you shall be deemed given: (i) when sent by email to your Primary Email Address pursuant to Section 3; (ii) when delivered over the cable system; (iii) when deposited in the United States mail addressed to you at your last-provided mailing address; (iv) when hand-delivered to your Premises, as applicable or (v) when included in or with your billing statements to you, regardless of whether billing statements are mailed to you or you have elected a paperless billing option. We will provide thirty (30) calendar days advance notice of changes to your Service(s).

- d. Additional Contact. The Consortium, its affiliates, agents and service providers may at times contact you, including using your Primary Email Address, automatic telephone dialing systems, prerecorded or artificial voice message calls, and/or text messages at the telephone number(s) you have provided us, including a number for a cellular phone or other wireless device. You agree to notify us immediately whenever your personal or billing information changes (including, for example, your name, home address, email address, debit/credit card, other banking information, mobile and residential telephone number) at (907)348-4012 may place such calls or texts on matters related to the service we provide to you, including to (i) provide notices regarding your Account or Account activity, (ii) investigate or prevent fraud, (iii) provide you with technical assistance relating to services you have ordered or plan to order; (iv) to determine your satisfaction with our products and services; or (v) to collect a debt owed to us. You agree to be contacted using autodialed or prerecorded message calls, emails and text messages to carry out the purposes identified above, regardless of whether you incur charges as a result. You further agree that we may share your Primary Email Address and phone number(s) with service providers with whom we contract to assist us in pursuing these interests.
- e. Communicating with You. By providing your email and/or telephone number(s) to us as a means of contacting you, you consent to receive emails or calls from us or our representatives to those landline and cellular telephone numbers or to the email address provided. We reserve the right to contact you at any of your telephone numbers or email address(s), in compliance with applicable federal and state laws. If you do not want to be contacted at a telephone number that you have provided, you agree to notify us.

22. GENERAL PROVISIONS

- a. Survival. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of the Agreement, including, without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination. Surviving terms include but are not limited to terms related to use of any companion software or applications, EULAs, video content restrictions. Arbitration provisions, and Warranties.
- b. Assignment. This Agreement and the Services and/or Equipment supplied by the Consortium are not assignable or otherwise transferable by Subscriber, without specific written authorization from the Consortium. At the Consortium's discretion, we may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Consortium affiliates. Furthermore, you agree to notify us of any changes of primary account changes, or occupancy in, the Premises immediately upon such transfer of ownership or change in occupancy.
- c. Applicable Law. Except as otherwise required by law, you and the Consortium agree that the Federal Arbitration Act and the substantive laws of the state and local area in which your Premises is located (the "Service Jurisdiction"), without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or related in any way to the subject matter of this Agreement with the sole exception that the substantive law of Alaska shall apply to adjudication of disputes related to checks tendered as payment in full for less than the full balance due. **UNLESS YOU AND THE CONSORTIUM AGREE OTHERWISE, YOU AND THE CONSORTIUM CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN ARBITRATION OR SMALL CLAIMS COURT LOCATED IN THE SERVICE JURISDICTION FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT.** Except as otherwise required by law, including the Service Jurisdiction laws relating to consumer transactions, any cause of action or claim you may have with respect to the Services must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever waived.
- d. Waiver. The Consortium's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- e. Force Majeure. Consortium Parties shall not be liable for any delay or failure of performance or Equipment due to one or more Force Majeure events. The Consortium will not provide notice of Force Majeure events.

- f. Entire Agreement. This Agreement, including all Policies referred to herein and posted on the Website, constitutes the entire agreement between you and the Consortium with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at the Consortium.
- g. General Restrictions. You agree to follow all rules and policies applicable to the Services, including required or automated updates, modifications and/or reinstallations of Access Software or other software and obtaining available patches to address security, interoperability and/or performance issues. You also agree: (i) to comply with all applicable laws, rules and regulations when using the Services and accessing or viewing Content; and (ii) not to reverse engineer, decompile, disassemble or otherwise tamper with or modify any of the security features, usage restrictions or other Services components for any reason (or help anyone else to do so).
- h. Incorporation by Reference. Terms in this Customer Agreement and Service Terms are not mutually exclusive and should be read together, as one agreement including Exhibit A (Acceptable Use Policy). In the unlikely event of a conflict of terms between this Customer Agreement and the Service Terms or the Acceptable Use Policy, the terms of the Customer Agreement prevail and govern.

23. US GOVERNMENT RESTRICTED RIGHTS

- a. U.S. Government Restricted Rights. Software and documentation is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government, its agencies and/or instrumentalities is subject to restrictions pursuant to FAR 12.211, FAR 12.212(a), DFARS 227.7202-1, DFARS 227.7202-3(a), and DFARS 252.227-7014(a)(1) as applicable. Without limiting the foregoing, use, duplication, or disclosure by the U.S. Government, its agencies and/or instrumentalities is subject to restrictions as set forth in FAR 52.227-19(b)(1) and (b)(2) (Dec 2007). Contractor/manufacturer is Consortium or its licensors and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement. Any export of the Software is strictly prohibited.

24. GOVERNMENT TAXES AND FEES

- a. We bill and collect government taxes and fees that are set by federal, state and local governments. These charges are subject to change from time to time.

25. SURCHARGES

- a. Consortium surcharges include (i) regulatory charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative and Telco Recovery Charge, which helps defray and recover certain direct and indirect costs we or our agents incur, including:
 - (a) Costs of complying with regulatory and industry obligations and programs, such as E911, wireless local number portability and wireless tower mandate costs;
 - (b) Property taxes; and
 - (c) Costs associated with our network, including facilities (e.g., leases), operations, maintenance and protection, and costs paid to other companies for network services, billing and account management services.Please note that these surcharges are Consortium charges, not taxes or government imposed fees. These charges, including the amount and what's included, are subject to change from time to time.

26. YOUR PRIVACY

- a. Your Privacy. Accepting this Agreement means that you also agree to our Privacy Policy, available at www.YKDTribalBroadband.org/privacy which may be updated from time to time and describes the information we collect, how we use and share it, and the choices you have about how certain information is used and shared. We will notify you or ask for your permission, as appropriate, if we plan to use your information for additional purposes. It is your responsibility to let the people who connect devices through your wireless router know that we will collect, use and share information about their device and use of the Service as described in our Privacy Policy. Unless you notify us that your wireless service is based in a different time zone, calls will

be made to your cellular device during permitted calling hours based upon the time zone affiliated with the mobile telephone number you provide.

- b. Residential Services and Authorized Co-applicant. The Primary Account holder may authorize a co-applicant to access the Services account, including authorization to pay invoices, cancel services, adjust services, re-establish services and resolve invoicing matters. Adding a co-applicant gives another person access to your account information and authority to manage your account. Co-applicants can perform: 1) Change account password and 2) Add/change Services
- c. Business Services and Authorized Officials. Businesses that have Services at a business facility will authorize two business officials for access to the business account. Only Authorized business officials can establish additional Services, pay invoices, and resolve invoicing matters.

27. PROHIBITED USES

- a. Any network equipment not provided, installed, and maintained by the Consortium. This includes third-party routers, software, servers, switches, electronic communications, data storage devices or media, and any type of network monitoring protocols that send IP-operations information, scripts, Simple Network Management Protocol (SNMP), Control Message Protocol (ICMP) that can be used to monitor system status, speed, and configurations.
- b. You may not use our Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service; that violates trade and economic sanctions and prohibitions as promulgated by the departments of Commerce, Treasury or any other US government agency; that interferes with the network's ability to fairly allocate capacity among users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (ii) below) or otherwise degrade network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others; (iii) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (iv) any activity that adversely affects the ability of other users or systems to use our internet-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (v) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, The Consortium Wireless' or another entity's network or systems; (vi) running software or other devices that maintain continuous active internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to the Consortium requirements for such usage, which may be changed from time to time; (vii) use of your to internet connectivity for the primary purpose of crypto-mining or adding, securing, or verifying transactions to a blockchain or any blockchain-based cryptocurrencies; or (viii) any use of smartphone data meant to be used exclusively on the smartphone device to provide connectivity, directly or indirectly, to other devices, including but not limited to routers, Jetpacks, modems, smart TVs, computers, tablets or servers.
- c. We may investigate, and may ask you to provide an explanation, to determine whether such usage violates the terms and conditions of your Service, the Customer Agreement, or any other applicable terms & conditions have been violated.
- d. We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify (including slowing speeds for excessive usage) or terminate service, with or without notice, to anyone we believe is using data plans or features in a manner that adversely impacts our network. We may monitor your compliance, or the compliance of other subscribers, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law.

28. ARBITRATION AND CLASS ACTION WAIVER

- a. YOU AND THE CONSORTIUM AGREE TO SETTLE ALL DISPUTES BETWEEN US BY BINDING ARBITRATION OR, IF APPLICABLE, IN SMALL CLAIMS COURT PURSUANT TO SMALL CLAIMS RULES. YOU AGREE TO NOTIFY US (AND WE AGREE TO NOTIFY YOU) IN WRITING OF THE NATURE OF THE DISPUTE AT LEAST 60 DAYS BEFORE INITIATING BINDING ARBITRATION OR SMALL CLAIMS COURT ACTION. YOU AND THE CONSORTIUM WILL ATTEMPT TO RESOLVE THE DISPUTE INFORMALLY. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE BETWEEN YOU AND THE CONSORTIUM THAT CANNOT BE

RESOLVED AFTER 60 DAYS WILL BE FINALLY RESOLVED BY A SINGLE NEUTRAL ARBITRATOR IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT ("FAA"). YOU UNDERSTAND THAT THERE IS NO JUDGE OR JURY IN AN ARBITRATION AND THAT YOU WILL HAVE NO RIGHT TO EITHER. YOU ALSO UNDERSTAND THAT THE ABILITY OF PARTIES TO CONDUCT DISCOVERY IS MORE LIMITED IN ARBITRATION THAN IT IS IN COURT. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. ANY ARBITRATION OR ACTION IN SMALL CLAIMS COURT MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. IF FOR ANY REASON A DISPUTE IS PERMITTED TO BE BROUGHT IN COURT, WE BOTH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL IN ANY COURT ACTION.

- b. YOU AND THE CONSORTIUM ACKNOWLEDGE AND AGREE THAT THE FAA GOVERNS THIS AGREEMENT TO ARBITRATE, THAT THE EXISTENCE AND VALIDITY OF THIS AGREEMENT WILL BE DETERMINED IN ACCORDANCE WITH THE FAA, THAT ANY ARBITRATION BETWEEN YOU AND THE CONSORTIUM WILL BE CONDUCTED IN ACCORDANCE WITH THE FAA, AND THAT ANY STATE ARBITRATION STATUTE OR PROCEDURE DOES NOT APPLY. THE ARBITRATION WILL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES, INCLUDING THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. THE AAA'S RULES ARE AVAILABLE AT WWW.ADR.ORG OR BY CALLING 1-800-778-7879. PAYMENT OF ALL FILING, ADMINISTRATION, AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S RULES. THE CONSORTIUM WILL REIMBURSE THOSE FEES FOR CLAIMS TOTALING LESS THAN \$10,000 UNLESS THE ARBITRATOR DETERMINES THE CLAIMS ARE FRIVOLOUS. THE CONSORTIUM WILL NOT SEEK ATTORNEYS' FEES AND COSTS IN ARBITRATION, UNLESS THE ARBITRATOR DETERMINES THE CLAIMS ARE FRIVOLOUS. YOU MAY CHOOSE TO HAVE THE ARBITRATION CONDUCTED BY TELEPHONE, BASED ON WRITTEN SUBMISSIONS, OR IN PERSON IN THE BOROUGH WHERE YOU LIVE OR AT ANOTHER MUTUALLY AGREED LOCATION.

29. DEFINITIONS

If a term is not defined in this Agreement, you agree that it shall be construed in accordance with customary usage in the telecommunications industry. The words "shall" and "will" are mandatory, and the word "should" express an expectation, but is not mandatory, and the word "may" is permissive. In addition, the following definitions shall apply:

- a. **Charge.** Charges may include, without limitation, fees for Services, Equipment, Transactional Charges, taxes and other governmental fees, as well as charges such as broadcast fees, account activation and installation charges, surcharges, reactivation fees, customized setup and installation fees, late payment fees on past-due balances, agent assistance fees for making payment arrangements through a Consortium call center representative, collection fees, returned payment fees, Early Termination charges, Unreturned Equipment Charges, and other nonrecurring charges. Certain Charges such as taxes and other governmental fees, franchise fees, and broadcast fees, may change one or more times during the term of your Services plan. Charges may also include fees, taxes and related costs for third-party services to which you subscribe and agree to have included on your Consortium bill.
- b. **Content.** Content provided by the Consortium, by its third-party licensors or suppliers, or by Leased Access entities and accessible through the Services, including without limitation images, photographs, animations, video, audio, music, and text in any format. This includes over-the-top ("OTT") or streaming video programming, gaming, and other online streaming Services from third-party providers that may be offered with Consortium internet services. Content also includes free, purchased, rented and live-streamed On Demand and Pay-Per-View services which for which we may charge an additional fee.
- c. **Early Termination charge ("ETF").** A fee the Consortium may charge if you cancel your Service(s) under a service plan with a minimum term commitment.
- d. **Equipment.** Equipment includes Consortium-provided antennas; digital adapters; IP client boxes; peripheral devices; routers; extenders; wiring or optical network terminals. Equipment includes a router or extender provided to you by the Consortium. Equipment does not include any Other Devices that you attach to use with the Services, or Retired Equipment. The Equipment provided by the Consortium for use with the Services may be new or refurbished.
- e. **Force Majeure.** Force majeure events are events that are beyond The Consortium's control, including but not limited to: acts of God, fire, flood, riot, extreme weather events, explosions or other catastrophes, epidemics or pandemics; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over of any military authority; preemption of existing Services in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, supply chain and material shortages or

unavailability, strikes, lockouts, or work stoppages. Force Majeure events may be a one-time occurrence or may be an event occurring for a continued period of duration.

- f. Home Network. Interconnected electronic equipment or Other Devices, such as routers, Wi-Fi extenders, set-top boxes, Internet of Things ("IoT") devices, or streaming boxes. Interconnected equipment or Other Devices may be connected via Ethernet cable, coax, or Wi-Fi and are able to connect to the Internet and transmit and/or receive data between them. Your Home Network can support:
- g. Primary Network. The Primary Network is designed to provide internet connectivity and a Local Access Network to your devices and shared files with a connection via Ethernet cable, coax, or Wi-Fi.
- h. IoT Network. The IoT Network is designed to improve the onboarding experience of Internet of Things devices via the 2.4 GHz Wi-Fi and provide internet connectivity and has access to other devices on the Primary Network.
- i. Self-Organizing Network. Self-Organizing Networks ("SON") significantly improve Wi-Fi performance by automatically identifying and fixing Wi-Fi problems. Connected devices can move seamlessly between 2.4 GHz and 5 GHz Wi-Fi signals, and between access points if a Wi-Fi Extender has been added to your Home Network.
- j. YK TribalLink Service. The YK TribalLink is a brand name for our LEO-based Internet Service (whichever service to which you subscribe).
- k. Other Devices. Devices you may use with the Services which are not classified as Equipment. By way of example, this includes but is not limited to monitors, televisions, gaming consoles, keyboards, laptops, CPUs, IoT devices, remote controls, mobile devices, equipment supporting Over The Top ("OTT") or streaming video devices (examples like Apple TV boxes, Roku devices, or Amazon Firestick or FireCube), virtual assistant devices, power supply and related cords and cables for connectivity.
- l. Premises. The physical locations where the Services are installed or delivered, which may include interior and exterior points of access.
- m. Retired Equipment. Equipment that may have originally been provided by the Consortium but may no longer be subject to return to us or to Unreturned Equipment Charges.
- n. Services. YK TribalLink is a brand name of the Consortium Internet Service plans. The YK TribalLink services, and/or Consortium broadband LEO Services, including, without limitation, all Content, Equipment, OneWeb-branded and third-party software applications used in delivery or interaction with the Services, media or program guides, digital video recording capability and storage, software, technical support, and other features, products, and Services provided as part of and included with our internet Services if applicable, including Video On Demand Services and Pay-Per-View. The Services do not include regulated or copper-based voice telephony services, and do not include third-party smart device services.
- o. Software or Access Software. The Consortium may provide software to run or access the Services or partner or The Consortium apps in connection with the Services, which may be owned by the Consortium or third-party licensors, providers and suppliers. There may be an extra charge for some software supporting certain features.
- p. Term Services Offer(s). A Consortium Service for eligible residents or businesses which may include a term commitment for a minimum amount of time. Term Service Offers do not include equipment protection plans or other add-on services or subscriptions that may be offered by the Consortium's third-party vendors or partners.
- q. Third Party Charges. Charges separate and apart from Consortium Services Charges. These may include charges resulting from accessing internet-based services or purchasing products, services or subscriptions through interactive options available through the Services. Third party charges may include subscription fees, one-time fees, recurring monthly charges, and additional service and internet charges or fees from a wireless or internet service provider (which may be a third party).
- r. The Consortium, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or
- s. Transactional Charges. Charges incurred for options such as Equipment purchases, Video On Demand and Pay-Per-View Services.
- t. Consortium Websites. Websites located at www.ykdtribalbroadband.org and www.microcom.tv, which are comprised of various web pages, tools, information, software, content, and features operated by the Consortium and/or its third-party vendors or partners.

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