

600Amps Internet Services, Inc. TERMS OF SERVICE (Rev 201801010, January 1, 2018)

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY. This Agreement with you (the "Customer"), consists of this document, and the Service order (collectively, the "Agreement"). You acknowledge receipt of these documents, which describe our high speed wireless data communications services to you at the address or location specified in the Service order, the terms and conditions of the service (the "Service") and the wireless access device(s) and any other Equipment that we may provide to you, including any licensed software loaded on the Equipment (collectively, the "Equipment"). The Agreement defines our obligations to you, and your obligations in using the Service and the Equipment. This Agreement governs the entire relationship between 600Amps Internet Services, Inc. ("600Amps") and the Customer, both of whom agree as follows:

1. Acceptance

Customer has accepted and shall be bound by all of the terms and conditions set forth in this Agreement when ANY of the following conditions have been met.

- (1) Provides 600Amps with a written or electronic signature on a service order.
- (2) Verbally orders service and accepts this Agreement if ordering from 600Amps by phone
- (3) Activates and or uses internet service through the Equipment
- (4) Pays a 600Amps invoice
- (5) Utilizes the web portal for one time or recurring credit card payment.

2. Fees

Checks returned for any reason will be subject to a returned check fee charged to your account. In the event of collection activities for non-payment Customer may be liable for a 20% collection fee in addition to the original amount owed. Past-due invoices may be charged a late fee after the due date. In the event 600Amps has to use legal means for collection of past due amounts from the Customer, the Customer will be liable for all legal and filing fees charged to 600Amps when any award is in favor of 600Amps.

In the event of a disputed credit card charge (chargeback) the Customer will be responsible to pay the chargeback fee if the chargeback is granted in favor of 600Amps. In the event any loss of service is found to be the fault of the Customer or Customer owned Equipment, including but not limited to wireless router, computer, or other Equipment attached to the 600Amps network, an hourly troubleshooting fee may be charged. The troubleshooting fee may be charged without any obligation of 600Amps to repair, replace or otherwise alter Customer owned Equipment.

3. Term

The term of this Agreement is set forth on the service order and will be month to month unless otherwise indicated. The term begins with the date of the service order or the date upon which service activation occurs, whichever is later. This Agreement shall automatically renew on a month to month basis until terminated by either 600Amps or Customer upon thirty (30) days prior, written notice.

4. Installation

Customer warrants that they are at least 18 years of age and either own the premises at the location given in the service order or have received written permission from the owner to make any changes to the premises needed to install and power the Equipment and receive the service. In the case of an apartment, condominium or HOA, Customer warrants that they have confirmed that placement of an access device including antenna, if needed, in a common area is not in violation of building owners or other restrictions.

Customer hereby authorizes 600Amps or its contractor to install the Equipment necessary to receive the service and agrees to allow 600Amps or its contractor reasonable and safe access to the premises to install, maintain, or repair the Equipment. Customer agrees that any custom installation requested, including but not limited to placing cable inside interior walls, moldings, or cabinets or under carpets, may result in additional charges.

The Equipment supplied by 600Amps under this Agreement is and shall remain the exclusive property of 600Amps and must be returned to 600Amps in good and working condition upon the termination, expiration, or disconnection of your 600Amps service. Customer must use reasonable care to avoid damage to the Equipment, and agree not to alter, modify, sell, license, assign, encumber, relocate, move or tamper with the Equipment.

Any Equipment that is not returned to 600Amps in good and working condition within 15 days after termination, expiration, or disconnection of service associated with this Agreement then 600Amps shall have the right to charge you up to \$300 for the Equipment and Customer agrees to pay such charge and Customer hereby authorizes 600Amps to charge such amount to your credit card or checking account. In the event 600Amps does not have the Customer credit card or checking account information on file the Customer agrees to immediately pay 600Amps for the Equipment upon presentation of an invoice.

5. DE installation

In the event of cancellation, the Customer agrees to have a 600Amps contractor or technician remove the 600Amps owned Equipment. The Customer, may at their option, remove and return the 600Amps owned Equipment, in proper working condition. In the event the Equipment is not returned within 15 days following service cancellation 600Amps may at its sole discretion, remove and repossess the Equipment or charge the Customer for the replacement value of the Equipment as agreed to in the previous paragraph. 600Amps may at any time repossess its Equipment from Customer premises and Customer hereby consents to 600Amps's entry upon Customer's premises for such purposes.

6. Jurisdiction

This entire Agreement shall be governed by the laws of the state of Oregon and the venue for any dispute shall be in a District Court for the County of Curry, Oregon.

7. Payment

Upon activation of Service, Customer agrees to pay 600Amps in full for all installation and activation fees, if applicable and any Equipment purchase fees by pre-authorized charge to a valid credit card, debit card, check, cash or money order or upon presentation of an invoice.

Customer agree to pay for Service at the rate indicated in the service order on a monthly basis, in advance, by pre-authorized automatic charge to a valid credit or debit card, payment by check is available only in advance, or upon presentation of an invoice.

All invoices shall be due upon receipt. Customer shall promptly notify 600Amps of any changes to the credit or debit card or bank account used for payment. In addition to 600Amps's charges, the Customer also agrees to pay any federal, state, or local taxes, usage charges, or other fees imposed on Customer or 600Amps and directly associated with Customer service or Equipment.

600Amps will resolve all disputed charges in its sole discretion. If 600Amps determines that a billing error was made, it will credit Customer's account in the amount of the error.

If Customer fails to pay an amount when due, 600Amps may charge Customer a late fee of 10% of the amount due, or such amount as is permitted by law. If Customer fails to pay by due date, then 600Amps may suspend service without notice.

If service has been terminated or suspended for non-payment, restarting service will require payment of all amounts due, in addition to a re-activation fee as stated on our pricing page.

If past due accounts are not resolved promptly, 600Amps may at any time repossess its Equipment from Customer premises and Customer hereby consents to 600Amps's entry upon Customer's premises for such purposes. In addition if Customer fails to pay any amounts when due under this

Agreement, 600Amps shall be entitled to exercise any remedies available to it under this Agreement or at law or in equity. Customer agrees to pay the costs of collection or repossession, including any reasonable attorney's fees.

8. Acceptable Use

You must use the service in accordance with all federal, state and local laws, ordinances, and regulations. 600Amps strongly recommends that Customers protect all computers or other devices connected to the Internet with firewalls and virus protection software that is kept up to date, so that your account does not become a source of spam or malicious software that would require us to suspend or terminate your service.

600Amps also strongly recommends that in-home or in-office wireless networks be installed and configured with maximum encryption, so that unauthorized persons do not gain access to your information or illegally gain access to our service, which could also result in suspension or termination of

your account.

9. User Conduct, Prohibited or Unlawful Use, Excessive Use

In order to maintain our network to meet the needs of the users of the service, Customer may not use the service or the Equipment for any purpose that is unlawful or in any manner which could damage, disable, overburden or impair the operation of the 600Amps network or the service or any other party's use or enjoyment of the service.

Specifically, you may not:

- Attempt to gain unauthorized access to data, accounts, servers, systems or networks associated with the service, or to probe, scan or test the vulnerability of a system or network associated with the service or those of any other party.
- Interfere with service to any user, host or network including, without limitation, mail-bombing, flooding, or attempting to overload the system.
- Forge or falsify any TCP-IP packet header or any part of the header or address information in an email or a newsgroup posting or otherwise conceal the sender's or the recipient's identity. Use the service to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider.

Additionally, Customer may not, by use of the service or another service, upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that, in 600Amps's judgment:

- Is threatening, abusive, libelous or defamatory, indecent or obscene, fraudulent, invasive of another's privacy, or pornographic.
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason.
- Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Damages 600Amps's network and Service, including, without limitation, overloading servers on the network or causing portions of the network to be blocked by other network providers.
- Use the Service to send unsolicited mass e-mailings from any 600Amps account or via another service which in any way implicates the use of this service or any 600Amps e-mail address or that is relayed from any 600Amps or third party's mail servers without permission.
- 600Amps reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from being sent from or transmitted through the 600Amps Network. The transmission of unsolicited bulk email may result in civil and criminal

penalties against the sender.

- 600Amps reserves the right to limit the amount of data that you may upload and/or download each month (bandwidth) based on the type of service you have ordered and the price associated therewith. If 600Amps concludes, in its sole discretion, that Customer is exceeding what 600Amps considers to be a reasonable use for such Service ordered, 600Amps may change Customers service as provided for herein with notice or alternatively, suspend or terminate your service.
- Participation in online communication accessed through the service is not edited, censored or otherwise controlled by 600Amps. However, 600Amps reserves the right to monitor content which is transmitted or accessed through the Service, and to remove content, disable sites, or suspend or terminate the service if 600Amps determines such content or Customer practices are illegal, harmful, offensive, or otherwise in violation of this policy.
- By posting or submitting content to any 600Amps website, Customer grants 600Amps the right to use, reproduce, display, adapt, modify, distribute and have distributed the content in any form, anywhere and for any purpose; and you also warrant and represent that you own or otherwise control all of the rights to the content and that public posting and use of your content by 600Amps will not infringe or violate the rights of any third party.
- Customer acknowledges and agrees that copyrights, trademarks, service marks, patents and other proprietary rights and laws protect the content and materials available on any 600Amps website or through the 600Amps Service. Except as expressly authorized, Customer agrees not to use the Service in any manner that would infringe, violate, dilute or is appropriate any such rights with respect to any material.
- The 600Amps name, logo, and design marks are trademarks of 600Amps, and may be used only with the express written permission of 600Amps.
- 600Amps takes Customer violations seriously and will investigate complaints and, where appropriate, may remove content, suspend or terminate services, or take other action as necessary.
- 600AMPS DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, REPRESENTATIONS OR OTHER ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION ACCESSED FROM, OR THROUGH, THIS SERVICE, THE SYSTEMS WHICH PROVIDE IT, AND THE INTERNET, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS. 600AMPS DOES NOT ASSUME ANY LIABILITY FOR THE COMPLETENESS, ACCURACY OR USEFULNESS OF ANY INFORMATION DISCLOSED OR MATERIALS ACCESSED. IN NO EVENT SHALL 600AMPS BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH OR ARISING FROM USE OF THIS SERVICE IN ANY WAY OR USE OF ANY 600AMPS WEBSITE ASSOCIATED WITH THE SERVICE, INCLUDING ANY LOSS OF USE, DATA OR PROFITS, REGARDLESS OF THE FORM OF

ACTION. ANY FAILURE BY 600AMPS TO ENFORCE THIS POLICY IN EVERY INSTANCE IN WHICH IT MIGHT HAVE APPLICATION DOES NOT AMOUNT TO A WAIVER OF 600AMPS'S RIGHTS.

- Please send reports of any activity in violation of law or this Policy to abuse@600amps.net. 600Amps and its service providers will reasonably investigate incidents involving such violations. 600Amps and its service providers may involve and will cooperate with law enforcement officials if any criminal activity is suspected.
- Customer shall be bound by 600Amps's Acceptable Use Policy as amended from time to time and posted on the <http://600amps.net> website, which is hereby incorporated by reference as part of this Agreement. Customer is solely responsible for all content transmitted using the service or the Equipment and shall not use the service or the Equipment in any way that could be harmful, damaging, or cause interference to 600Amps's network or to others. Specifically, Customer shall not use the service or Equipment to communicate harassing, threatening, defamatory, pornographic, or obscene material or messages, to send or broadcast unsolicited commercial messages, to infringe copyrights, patents, or other intellectual property, to attempt to gain unauthorized or illegal entry to other's computer systems or to transmit any virus, worm, or other malicious or potentially damaging code. 600Amps reserves the unilateral right to suspend or terminate service to any account engaging in such activities.
- In addition, 600Amps Customers may not resell or lease 600Amps's service or Equipment to any other person or party, provide it to persons not a resident on Customer's premises, use it to operate an Internet Service Provider enterprise, or operate servers connected to the Internet for commercial purposes, unless otherwise granted in writing from 600Amps.

10. Service Availability and Speed

600Amps's wireless network is highly reliable, continuously monitored, and not normally affected by weather. However, extreme events outside of 600Amps's control, such as lightning strikes and severe weather can damage Equipment, and the quality and availability of Internet access. The Customer Equipment can be affected by viruses or other problems in Customer owned Equipment or by conditions on the Internet itself. Service may be temporarily unavailable during system repairs or modifications. It is 600Amps's intent to provide the access speeds indicated on the service order for a particular level of service at all times, however, Customer should expect that some variations in speed may occur from time to time due to network conditions or conditions on the Internet. 600Amps does not make any specific service level guarantees or provide remedies for disruption of service unless specified on a service order or expressly set forth in this Agreement, but may at its sole discretion, give credit for or refund payments for any periods when its service is unavailable to Customer through failure of 600Amps's network. Your service may limit the amount of data that limits your upload and or download each month (bandwidth) or may be priced according to the amount of bandwidth you use per month. Please see the description of your particular service by referring to your service order. If during any month, you exceed a monthly bandwidth limit associated with your service 600Amps may change your service to one permitting such bandwidth use and you agree to the standard fees 600Amps charges for

such level of service. 600Amps will provide you with thirty (30) days advance notice of any change to your service plan or rates.

11. Content

Customer acknowledges that 600Amps offers no guarantee or assurance regarding, and has no responsibility for, the accuracy, completeness, appropriateness or utility of documents, graphics, photos, music, and other content or services (Content) provided by 600Amps or third parties over 600Amps's Service. Customer also acknowledges that 600Amps is not responsible for the actions of any third parties contacted by Customer over the service. Customer takes full responsibility for use of content in which others have proprietary or intellectual property rights, and agrees not to reproduce, broadcast, distribute, sell, publish, commercially exploit or otherwise disseminate any such content over the service without prior written consent from content owners or rights holders.

12. Privacy

600Amps will take reasonable efforts to safeguard any personal Customer information that it collects in the course of checking credit, planning installation, or providing service. 600Amps does not sell Customer information or share it with third parties, except 600Amps's contractors, when required for the performance of their services. 600Amps will only disclose Customer information to authorized officials or agencies as required by law.

600Amps may from time to time offer additional services to its Customers, but any Customer may contact 600Amps to opt out of receiving such marketing offers.

13. Suspension or Termination of Service

600Amps may limit, suspend or terminate Customer's service or this Agreement at any time and without providing notice to Customer if the Customer fails to pay any charges when due under this Agreement, or 600Amps has reason to believe that Customer's service is being used in a fraudulent manner or illegal purpose, or in any way that adversely affects 600Amps's Customers or service, or if Customer's use of the service or Equipment exceeds limitations or violates any restrictions placed on Customer's account or otherwise breaches this Agreement. 600Amps may take any action that it deems necessary to protect its network, its rights, or the rights of its Customers, licensors, and other third parties or to improve its network, its services and Equipment. Customer acknowledges that such action may include the use of methods or technologies to filter or block messages sent through the service or to notify 600Amps of attacks or the potential for attacks by viruses or sources of "spam" from within its network. 600Amps reserves the right to filter spam or prevent hacking, viruses or other potential harms without regard to any Customer preference. 600Amps may suspend or terminate service to any Customer, without prior notice, if in its sole discretion such action is required to protect its network. 600Amps shall not be liable to Customer for exercising or failing to exercise its rights under this section to limit, suspend, or terminate service.

14. Limitation of Liability and Indemnification

600Amps makes no representations or warranties, statutory, express or implied, as to the suitability of its service for any purpose or as to the Equipment. Customer assumes all responsibility for use of the service and acknowledges that interruptions of service may occur.

600Amps shall not be liable for any deficiency in the service, including but not limited to interruptions, Equipment failures, delays or defects, network problems, inability to access the service, or problems of unauthorized access, any suspension or termination of service by 600Amps or any other action taken by 600Amps to protect its network and the rights or property of 600Amps, its Customers or licensors from potential harm, damage or personal injury allegedly caused by use of the Equipment or Service or any other damage due directly or indirectly from causes beyond 600Amps's control including, but not limited to, any act or omission of any carrier or service provider other than 600Amps, acts of God, acts of public enemies, acts of the government, acts or failure of action of Customer, fires, floods, epidemics, quarantine restrictions, hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, war, terrorism, unusually severe weather conditions or default of 600Amps's subcontractors. 600Amps's sole liability for service disruption, regardless of cause, is limited to a credit proportional to the charges to Customer for the period of service disruption or other credit specified in a service order. Such compensation aside, and to the extent permitted by applicable law, 600Amps shall not be liable for damages, or for consequential, incidental, special or other indirect damages, nor for economic loss, personal injury, or property damage sustained by Customer or any third parties. This section shall survive termination of this Agreement. 600Amps will not be liable for any damages, including property damages, resulting from installation or use of the Equipment by Customer or any third party, including 600Amps's contractors.

If Equipment is lost or stolen, Customer agrees to promptly notify 600Amps and to provide 600Amps with any documentation or information that it requests and otherwise cooperate with 600Amps in the investigation of such incident. Customer shall be responsible for any loss or damage to any Equipment belonging to 600Amps on Customer's premises. Customer shall indemnify, defend, and hold 600Amps harmless from any violation by Customer of any applicable law or regulation. Customer will further indemnify 600Amps for any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of information or content that Customer submits, posts, transmits or makes available through the service or Customer's use of the service or Equipment, Customer's actual or alleged violation of this Agreement, or Customer's actual or alleged violation of any rights of a third party.

15. General

This Agreement and the documents to which it refers form the entire Agreement between Customer and 600Amps. If Customer is a business or other organization, the Customer represents and warrants that the individual accepting this service Agreement on behalf of the Customer is authorized to do so. This Agreement is not for the benefit of any third party. No failure or delay by 600Amps in exercising any

right or remedy shall operate as a waiver. Any waiver by 600Amps of any provision in this Agreement must be in writing and shall apply only to the specific default identified in the waiver.

16. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.