

Terms of Service Agreement

Introduction

This Terms of Service Agreement (“Agreement”) is made between Community Fiber Networks, LLC, 1011 NE High Street, Suite 200, Issaquah, WA 98029 dba Highlands Fiber Network (“HFN”) and You, the customer, and governs your use of the HFN Internet access service and related features including HFNVoice (“Services”). By clicking on “ACCEPTED” or by establishing an account or using the Services, You agree to be bound by this Agreement and to use the Services in compliance with this Agreement and the HFN Acceptable Use Policy for Internet Services (“AUP”) attached as Attachment A. If You do not agree to all the terms and conditions of this Agreement and the AUP, including any future revisions of either this Agreement or the AUP, do not register or use the Services and if You are a current subscriber, You must terminate your use of the Services. Nothing in this Agreement shall release You from your obligations under the Highlands Covenant for Community.

HFN reserves the right to modify this Agreement, its policies and the AUP in its discretion at any time. Please check periodically for changes. Your continued use of the Services following the posting of any changes constitutes acceptance of those changes. HFN’s authority and responsibilities under this Agreement may be delegated by HFN to third parties who manage its network and/or provide internet access services to HFN.

Term

This Agreement applies to You for as long as You remain a subscriber to any of the Services (“Term”). You may terminate this Agreement and your use of the Services at any time and for any reason by providing notice to HFN per section 13 below. Without prior notice, HFN may terminate this Agreement, your password, your account, and/or your use of the Services, for any reason, including, without limitation, if You fail to pay any charges when due or, if HFN, in its sole discretion, believes You or someone using your account has violated this Agreement or the AUP. The effective date for upgraded Services shall be when the selected Service is made available to You at the internet gateway box in your home.

Payment and Billing

The rates and charges for the Services shall be as set forth in accordance with HFN’s rate schedule as in effect from time to time, a copy of which is available on the HFN website www.highlandsfibernetwork.com. Rates and charges are subject to change by HFN from time-to-time by notice to You provided with the Services or otherwise. Additional billing policies are set out in Attachment B to this Agreement.

Any applicable sales, use, excise, or other taxes, fees or regulatory costs, or charges imposed on You or HFN as a result of providing the Services will be added to the charges for the Service as permitted or required by law. You will be invoiced monthly for usage of the Services and for any other services utilized by You or other users of your account, which are billed for by HFN in connection with the Services. You agree to pay all applicable rates and charges for the Services, including, without limitations, any applicable fees and taxes, by the due date set forth in your billing statement, and to pay any interest or late fees incurred for late payment. Delinquent accounts may be suspended or cancelled at HFN’s sole discretion; however, charges will continue to accrue until the account is cancelled. HFN may bill an additional charge to reinstate a suspended account.

You acknowledge that using the local number dial-up service while traveling in major cities North America will subject You to additional charges of \$.50 per hour. Additional charges of \$2.50 per month will be incurred for additional email accounts in excess of the number permitted by the Service selected by the You, and there is a charge of \$5 per month for fixed or static IP addresses.

Service Credits

In the event of certain Service interruptions, HFN's third party internet service provider and billing agent ("ISP") will issue You a credit in accordance with Attachment C to this Agreement. Attachment C is the full policy on service credits. This is the sole remedy available to You for Service disputes. You must give notice per section 13 below of any such Service interruption or claim for service credits within 30 days of the event related to the claim.

Your Tech Support

Contact HFN's technical support and customer support at 425-427-0999 ext. 1 or hfnsupport@hfnservices.com or by fax at 425-881-9525 if You need tech support for a particular problem or to report an emergency.

Storage Space and Other Limitations

Using a personal account for commercial, high volume, or any excessive use is prohibited. If your use impacts HFN's ability to provide Services or network resources, your use of the Services may be terminated or limited immediately and without any notice to You. Your mailbox storage space is limited and such limits are listed on the applicable page of the HFN website www.highlandsfibernet.com. When a mailbox reaches the limit, You will not be able to receive e-mail. The size of outgoing and incoming e-mail is limited and such limits are listed on the applicable page of the HFN website. E-mail that exceeds the limits will not be delivered, and You will receive a notice that the e-mail was too large. The resale of Services is strictly prohibited. Any activity that causes a disruption in the network integrity of HFN or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of service. This may include but is not limited to: IRC servers, adult-content servers and bots. HFN reserves the right to modify or terminate Services at its sole discretion.

Monitoring the Services

HFN has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if HFN, in its sole discretion, determines that it is reasonable to do so, including, without limitation, to:

1. satisfy laws, regulations, or governmental or legal requests;
2. operate the Services properly; or
3. protect itself and its customers.

You have the responsibility to monitor your accounts for access to newsgroups and websites that may contain improper material. You will notify HFN of the continual receipt of e-mail that You view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their explicit knowledge and consent.

HFN reserves the right to monitor and maintain the security of the network. This includes removing illegal content from your mailbox on our mail server. This also includes suspending your account when we find that your connection is the root of spam related e-mails and or any viruses. Use of any hacking related software or the use of packet sniffing software is expressly forbidden by any resident. Detection of these kinds of software will result in an immediate suspension of the account without a refund. We also reserve the right to determine that the offending activity has been stopped prior to the account being reactivated. We will routinely monitor the network for any such harmful or illegal activity.

Personal Web Page

If You use the personal website feature of the Services, this Section also applies to your use of the Services. You acknowledge and agree that:

1. the use of your personal website and any content, information, and all other aspects of your personal website will not violate the AUP, any applicable law, or any rights of another;
2. You are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through your personal website; and
3. HFN has no proprietary, financial, or other interest in any of the content or information that may be described in or made available through your personal website. HFN may, without prior notice, terminate or suspend your personal website if HFN, in its sole discretion, believes that You have violated this Section.

- a. If HFN provides You with a domain name that has the names or marks of HFN embedded therein (“HFN Domain Name”), You may use the HFN Domain Name only during the Term. HFN shall own the HFN Domain Name and the HFN Domain Name may be subject to change by HFN or the applicable domain name registry. Other than for identifying the location of your personal website, You may not use the name or any marks of HFN or any of its affiliates in any press release, promotional materials, or other manner without the express written approval of HFN.
- b. You shall own all graphics, text or other information or content supplied by You for incorporation into or delivery through your personal website. HFN shall own any software developed or modified by HFN and all graphics, text or other information or content materials supplied by HFN for incorporation into your personal website (“HFN Materials”). You may only use the HFN Materials in association with your personal website and only during the Term.

Equipment

You must use HFN approved equipment. Non-HFN approved equipment will be handled on an individual basis as specified by HFN. HFN is not responsible for troubleshooting, diagnosing or repairing customer provided/managed equipment. If You cause damage to HFN equipment or facilities due to negligence or abuse, you will be responsible for the costs of replacement of said equipment or facilities on a time and materials basis. If your property is in Phase 1 of the Highlands and you have rental equipment from HFN or its Service Partners, at the end of your Term of service you must promptly return the rental equipment to HFN in good condition or you will be charged the fair market value for such equipment not returned.

Internet Network Security

You acknowledge that the Internet is not a secure network. Confidential or sensitive information should not be transmitted over the Internet. HFN is not responsible for loss or theft of information transmitted over the Internet. The ISP powering the HFN network endeavors to catch all email-sourced viruses, but it cannot guarantee detection and removal of all viruses. Circumstances where viruses can get through the virus scanning systems include, but are not limited to, new viruses where software manufacturers have not yet issued signatures, as well as all situations of encrypted or compressed emails, which by their nature may not be scanned. HFN recommends that You have anti-virus software installed on your computer for the purpose of detection, scanning and removal of any new or pre-existing system viruses on your hard drive.

Service Usage Restrictions

The Service may not be used in violation of any generally accepted Internet or community standards or any laws or regulations of applicable governmental units. Actions such as misuse of copyrighted materials, use of the Service for defamatory, threatening or obscene purposes, and the mass distribution of unsolicited message to users of the Internet are prohibited. You agree to not violate the acceptable use policy (“AUP”) attached hereto as Attachment A. Any such violations are grounds for termination of the Service and the collection of applicable damages suffered by HFN or its Service partners. HFN reserves the right to amend the AUP and any such modification shall be effective when posted on this website.

Among other things, the AUP prohibits sending unsolicited e-mail messages, including bulk commercial advertising or informational announcements (“Spam”), and HFN will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any Spam. You agree to pay HFN’s actual damages in any way arising from, or related to, any Spam transmitted by, or in any way connected to, You, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably calculated, You agree to pay HFN liquidated damages of \$5.00 for each piece of Spam transmitted from your account.

HFN may elect to send notice of any violations to You before termination, but is not required to do so. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of HFN. The account may be held responsible for any charges associated with installation or activation, whether it is for a new account, or a suspended or terminated account.

Liability

HFN PROVIDES ITS SERVICES “AS IS” AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY. HFN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT FOR THE SERVICES AS PROVIDED. HFN FURTHER DISCLAIMS

ANY EXPRESS OR IMPLIED WARRANTIES THAT ITS SERVICE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR. HFN SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS OR REVENUES, REGARDLESS OF THE FORESEEABILITY THEREOF, OCCASIONED BY HFN'S ACTIONS OR INABILITY TO PERFORM ITS OBLIGATIONS HEREUNDER OR ARISING FROM SOFTWARE OR HARDWARE MALFUNCTIONS. IN NO EVENT SHALL HFN'S AGGREGATE LIABILITY TO A CUSTOMER UNDER THIS AGREEMENT FOR INDEMNITY, CONTRIBUTION, BREACH OF STATUTORY DUTY, CONTRACT CLAIMS, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OR TORT, EXCEED \$200. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL NOT ENLARGE THIS LIMITATION.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY SHALL ALSO EQUALLY LIMIT THE LIABILITY OF THE ISP (OR SUCH OTHER SUCCESSOR SERVICE PROVIDER) THAT IS POWERING THE HFN NETWORK.

Notices

Notification to either party to this Agreement will be sufficient when emailed to the other party or if mailed to the other party's address set forth herein and deposited in the US mail with adequate postage prepaid. For emails to HFN, for service and technical support issues send to hfnsupport@hfnservices.com, for billing, termination, address changes and service credits, send to hfnbilling@hfnservices.com. Such address may change by a written notice providing the new address to which notification is to be made. HFN reserves the right to contact You via mail, e-mail or telephone for Service changes, billing alterations, newsletters, questions or Service offerings. HFN does not sell or provide your information to third parties other than as required of it by law or valid legal process or to process billings and collections for HFN.

General Terms

The waiver or failure by either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of that right in the future or of any other right under this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. This Agreement, including the documents incorporated herein by reference, represents the complete agreement and understanding of the parties with respect to the subject matter herein and supersedes any other representations. In the event of a dispute under this Agreement, the prevailing party is entitled to recover its expenses, including reasonable attorneys' fees. Third party ISPs shall be deemed to be third-party beneficiaries of this Agreement. All terms and provisions of this Agreement, which should by their nature survive the termination of this Agreement, shall so survive.

Service Calls

If we dispatch a technician at your request to your physical location, you will be billed for the visit at HFN's standard rate; however, if HFN determines that the problem was not due to matters you are responsible for, then HFN will normally waive the charges. If a technician from a circuit service partner of HFN is dispatched to your business location, you will be billed for the visit at the same amount, if any, that HFN is billed by the 3rd party service partner for the service call. You will be credited back for some or all of the service call charges if the service partner agrees the problem was not your responsibility and credits HFN back.

Other Terms

The Service being provided hereunder is also subject to the following terms:

- You agree to indemnify and hold harmless HFN, its owners, officers, directors, staff and Service partners against any claim or action or damages arising from the operation of your business, if any, or any equipment under your control.
- You agree not to use any software or hardware to enable your system to transmit or receive data at rates higher than those You have contracted with HFN to provide.
- You agree not to connect any unauthorized device to the HFN fiber system.

HFN Acceptable Use Policy for Internet Services

System abuse is strictly prohibited. Highlands Fiber Network (HFN) may terminate or modify service immediately and may bill for any resulting support charges if You engage in system abuse. Actions which constitute system abuse include, but are not limited to:

- Attempting to circumvent user authentication or security of any host, network, or account on HFN systems or those of its internet service partners, or the Internet at large (“cracking”).
- Attempting, in any way, to interfere with or deny service to any user or any host on the Internet.
- Forging email or USENET posting header information.
- Excessive forwarding or posting of “chain letters” (multiple forwarding) of any type.
- Posting inappropriate messages to USENET newsgroups e.g., posting large numbers of unsolicited posts indiscriminately (“spamming”), or posting encoded binary files to USENET newsgroups not specifically named for that purpose.
- Attempting to cancel, supersede, or otherwise interfere with email or USENET posts other than one’s own.
- Engaging in harassment, whether through language, frequency, or size of messages.
- Using an account at another provider to promote an HFN web site in an abusive manner.
- Using an HFN account or network connection to collect replies to messages sent from another provider which violate these rules or those of that provider.
- Reselling HFN services to third parties who do not abide by these guidelines.
- Placement of copyrighted or trademarked information not belonging to the posting party on servers maintained by HFN.
- Using HFN’s system or equipment in support of activities that would, if conducted on HFN’s system, violate HFN’s Acceptable Use Policies.
- Persistently accessing HFN connection telephone numbers or the telephone numbers of its internet service partners with the intent or effect of making those numbers inaccessible to HFN’s other customers.
- Intentional transmission of any “worm” or “trojan horse” or similar software which is destructive to personal computers, servers or computer systems.
- Any activity which HFN believes, in its sole judgment, to be in support of spamming activities.
- Sending large numbers of unsolicited mail messages (i.e., “junk mail”) this includes adding or attempting to add addresses to any mailing list without explicit positive consent of the addressee. HFN does not authorize the use of any computer network to accept, transmit or distribute unsolicited bulk e-mail sent from the internet to its customers. HFN does not authorize the harvesting or collection of screen names from its equipment or customers or its internet partners for the purpose of sending unsolicited bulk e-mail. HFN reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from entering, utilizing or remaining within the HFN system. Unauthorized use of the HFN system or that of its internet partners in connection with the transmission of unsolicited bulk e-mail or counterfeit or misleading e-mail may result in substantial civil penalties against the sender, including those provided by the Washington Commercial Electronic Mail Act (Wash. Rev. Code Chapter 19.190 et seq.) and the federal Computer Fraud and Abuse Act (18 U.S.C. sections 1030 et seq.).
- Automated or manual generation of network traffic to simulate hits to blogs or other web-sites for reasons other than the good-faith intentio of an Internet user to visit a Web site to purchase goods or services or to obtain information, or with the intent to promote an unrelated web site. Examples: Click Fraud, Referrer Log Spamming, Web-based comment spam.
- Damage to any equipment in the user’s possession, which is owned by HFN, will void the warranty on that piece of equipment and the subscriber will be responsible for paying for any resulting repairs or replacements.
- Excessive bandwidth usage is defined as using more than 75% of the maximum allowed bandwidth for more than 72 hours in any month. If a subscriber’s use of the Service is found to be excessive, HFN may, in its sole discretion, place additional restrictions on the subscriber’s service, and suggest an upgrade of the subscriber’s service plan.

- All telephony devices connected to the integrated telephone ports on the HFN home portal must comply with FCC standards for operation on United States telephone networks. Use of telephony equipment not designed for United States telephone networks is expressly forbidden. Subscriber/user will be responsible for paying for any resulting repairs or replacements or other losses under this paragraph.

Anyone who believes there is a violation of this Policy should direct that information to abuse@highlandsfibernet.com.

Billing Policies

All Residents

- The billing cycle is monthly, the final due date for payment prior to collection action is the last day of the month.
- Payments can be made by ACH bank draft or Debit/Credit card, or by check or money order.
- There will be a charge of \$35 for checks that are dishonored; however that charge will be credited back to your account if you change to a valid automated payment method within 30 days.
- All invoices will be sent on the 1st of the month by email, or made available to you on a website for viewing if you prefer. There is a charge of \$2.00 a month if you want to receive a paper statement by US mail.
- There will be a one-time charge of \$50 where a home is leased to a third party and billing for HFN services transferred to the renter.
- All cards and bank drafts will be processed on the first business day of the month.
- All billing correspondence will be e-mailed to the head of household's e-mail account.
- All payments must be received by the last day of the month to avoid an interruption of service. Your internet access will be suspended if payment is not received by the last day of the month. If you are suspended, a reconnection fee of \$50 shall apply to reinstate the Service. You will be notified promptly if your automatic ACH or bank card payment is not accepted.
- Billing related requests or questions should be directed via e-mail to hfnbilling@hfnservices.com
- Additional hardware to connect your computer is available for purchase. Any purchases will be reflected on your monthly bill.
- Partial payments will not be accepted. Any partial payment will be regarded as a prorating for that month and service will cease when the prorated amount runs out.
- Except as specifically noted in the Terms of Service Agreement, no refunds on equipment or Service will be given. All sales are final, and no promise or guaranty is given to quality of Service other than as set out on Attachment C below.
- If You are not a subscriber and choose to bring your home under the Covenant, the set-up fee will be waived.
- A connection and account set-up fee of \$250 will be charged for connecting your service.
- Homes located in Phase I may require the installation of a new media converter and home gateway. Installation of the replacement equipment will be performed by HFN or a designated subcontractor. After installation is completed, all equipment and other hardware located in the multimedia cabinet in your home will be the property of HFN. Access to this hardware's configuration is reserved exclusively for HFN employees and Service partners. This is to protect your privacy and protect You from potentially harmful acts of others.

Covenant Subscriptions: (Homes subject to the Covenant for Community)

- Failure to pay for monthly service as outlined above will result in suspension of service; however, charges for the lowest Service package will continue to accrue.
- If the account is suspended for misuse or illegal activities, charges at the lowest service package will continue to accrue.
- If your account is 60 days past due (i.e. You have had the Service for two months without payment), then a lien may be placed on your property as authorized by the Covenant for Community.
- A connection and account set-up fee of \$250 will be charged for connecting your service which will be collected at closing.
- Hardware located in the multimedia cabinet in your home is the property of the HFN. Access to the network

configuration is reserved exclusively for HFN employees and Service partners. This is to protect your privacy and protect You from potentially harmful acts of others.

Service Unavailability Credits

If Service is unavailable for more than 30 consecutive minutes in any one day, then upon request by an affected subscriber, or by the Highlands Council, or by HFN, or if it is a Service unavailability that ISP knows affected multiple subscribers, HFN's internet service provider and billing agent (ISP) will issue to the subscribers affected by the Service unavailability a credit equal to the portion of the monthly recurring charge for the affected Service in the following manner:

Duration of Service Unavailability	Credit Issued
Less Than 30 Minutes	No Credit
30 Minutes to Less Than 60 Minute	1/2 Day Credit
60 Minutes to Less Than 12 Hour	1 Day Credit
12 Hours to 24 Hours	2 Days Credit
Each subsequent 24 Hour period	2 Days Credit

A Service credit will not be issued for Service unavailability events caused by the following:

- Negligent acts or omissions of HFN or its agents or contractors, but excluding negligent acts or omissions of the ISP.
- The failure or malfunction of equipment, applications, or systems not owned or controlled by the ISP.
- Scheduled service maintenance, alteration, or implementation during the scheduled duration of the maintenance, alteration, or implementation window, and said window shall not exceed four hours.
- Force Majeure Events. Neither HFN nor ISP will not be liable for any loss or damage or Service credits resulting from any cause beyond its reasonable control (a "Force Majeure Event"), including without limitation an "act of God", insurrection or civil disorder, act of terrorism, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order not otherwise applicable to HFN or ISP in the ordinary course of its business, fire, weather of exceptional severity, or any similar act or omission beyond the reasonable control of HFN or ISP. Upon the occurrence of a Force Majeure Event and to the extent such occurrence interferes with HFN or ISP's performance of its obligations, HFN and ISP will be excused from performance during the period of such interference, provided that the ISP uses all commercially reasonable efforts to avoid or remove such causes of nonperformance.

Provisioning Credit

If ISP does not activate the Service on the agreed upon install date, ISP will, upon written request from HFN received within 30 days following the agreed upon install date, waive or issue a credit against one month's monthly recurring charges for the Service not activated. This activation commitment does not apply where the delay is the result of

1. the negligence or acts of HFN or its agents;
2. the failure or malfunction of non-ISP equipment or systems; or
3. circumstances beyond the reasonable control of the ISP.

General

- No credit will be issued to an individual subscriber who was primarily responsible for the Service unavailability for which the subscriber is seeking a credit.
- No credit will be issued for credit first requested by subscriber more than 30 days after the Service unavailability.
- A Service credit is the sole remedy available to a subscriber or user for Service unavailability or other Service problems.