

Net253 SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

1. Services. During the term of this Agreement, Net253, LLC will provide to the customer, at the address on record provided by the customer, the services selected by the customer.
2. Engineering Review. Service installation and activation is subject to Net253, LLC engineering review for availability. If Net253, LLC determines that the Services are not available to the above address, this Agreement will be void, and the customer will be entitled to a refund of all prepaid charges in accordance with Net253, LLC refund policies.
3. Fees and Charges. In consideration of the services and the equipment provided to the customer by Net253, LLC, the customer will pay the current package pricing for the selected products recurring monthly charges and one-time charges, plus all applicable franchise fees and taxes, to Net253, LLC, as specified in this Agreement.
4. Term. This 12 Month Agreement and the Services will continue until canceled as provided in this Agreement. Net253, LLC will automatically renew the Services on a periodic basis, including monthly and annual subscriptions, as long as Net253, LLC continues to carry the Services or until The customer notifies Net253, LLC that it wishes to cancel the Services, as provided in this Agreement. See below, Termination of Services in Section 7 of the terms and conditions.
5. Additional Terms and Conditions. THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS BELOW, AS WELL AS THE ACCEPTABLE USE POLICY AND THE E911 DISCLAIMER POSTED ON THE WEBSITE www.net253.net WHICH ARE MADE A PART OF THIS AGREEMENT. This Agreement will become binding on the parties when signed by the customer and accepted and approved by Net253, LLC.

TERMS AND CONDITIONS

1. Ownership of Equipment. The Customer understands and agrees that, notwithstanding any other provision contained in this agreement; all equipment labelled "Property of Net253, LLC" is and will remain the property of Net253, LLC. The Equipment must not be removed from the Premises. The Equipment must be accessible when the Services are disconnected or when Net253, LLC desires to exchange the Equipment. If the Equipment is removed or not in fully usable condition, an administrative fee will be assessed. The customer will pay the fee established by Net253, LLC for any Equipment not returned, as well as all related expenses of Net253, LLC, including reasonable attorneys' fees and collection costs. The customer will pay for all repairs or replacement of the Equipment whether or not caused by the customer, except for repairs or replacements necessitated by normal and ordinary wear or by defects in material or workmanship. Net253, LLC may require a deposit for the equipment.

The KPUD fiber optic termination equipment remains property of Kitsap Public Utility District. Tampering or removal of the KPUD CPE will result in a repair or replacement fee of \$500 and \$700 respectively.

KPUD may change this fee without notice. Net253 will pass any extraordinary fees from KPUD on to the Customer with a 15% markup.

2. Care of Equipment. The customer will (i) not open, take apart, or alter the Equipment; (ii) adequately and reasonably safeguard the Equipment from others; and (iii) not hire or permit anyone other than personnel authorized by Net253, LLC acting in their official capacity to perform any work on the Equipment. The customer will notify Net253, LLC immediately if the Equipment is stolen or removed from the Premises without The customer's permission. The customer will not attach any unauthorized device to the Equipment. If the customer tampers with or makes any unauthorized connection to the Equipment, The customer will be in breach of this Agreement, and Net253, LLC may disconnect the Services, as provided in this Agreement. Tampering with the KPUD "Gray Box" in a fashion that requires KPUD to send a repair crew will result in an extraordinary fee from KPUD.

3. Access to the Premises. The customer grants Net253, LLC permission to enter the Premises to install, inspect, maintain, and repair the Services and the Equipment. If the Services are canceled for any reason, the customer grants permission to Net253, LLC to enter the Premises and remove all Equipment and material belonging to Net253, LLC. If The customer is not the owner of the Premises, The customer will indemnify, defend, and hold Net253, LLC harmless from any and all claims made by the owner of the Premises or other interested parties arising out of this Agreement.

4. Use of Third-Party Property. The customer understands that in providing the Services, Net253, LLC may make use of poles or conduit owned in whole or in part by the local public utility district, telephone companies, and electric power companies, and that the continued use of such poles or conduit is in no way guaranteed. If continued use of such poles or conduit is denied for any reason, Net253, LLC will make reasonable efforts to provide the Services over alternate routes.

The customer will make no claims or undertake any action against such public utility districts, telephone companies, or electric power companies, or against Net253, LLC, if the Services are interrupted or discontinued, regardless of the reason.

5. Change of Services. Net253, LLC reserves the right to change, re-arrange, add, or delete its service packages and prices at any time. The customer may cancel the Services, in whole or in part, as provided in this Agreement, if the change is unacceptable. If The customer does not cancel, continued receipt of the Services will constitute acceptance.

6. Payment for Services. Charges for the Services start the day the Services are installed. When the Services are installed, the charges for one month's Services, any required deposits, and any installation fees are payable in advance. Thereafter, the customer will pay Net253, LLC monthly in advance, at the rates in effect at the time, for the Services. If The customer fails to pay amounts owing to Net253, LLC or breaches any material provision of this Agreement, Net253, LLC may disconnect the Services as provided in this Agreement. In such case, Net253, LLC may require The customer to pay all past due charges, a reconnect fee, and a minimum of one month's advance charges before Net253, LLC will reconnect the Services. The customer will pay Net253, LLC any costs reasonably incurred to collect amounts owing. Further, The customer will pay all taxes or other governmental fees and charges, if any, that are

assessed based on receipt of the Services. The customer must bring any billing errors or requests for credit to Net253, LLC's attention within three months of receiving the bill for which correction of a billing error or a credit is sought.

7. Termination of Services. Early termination of a 12 month agreement has a sliding early termination fee. If cancelled before 6 months, the remaining fee to meet 6 months is due. After 6 months, two months' notice is due. Upon anniversary of 12 months, the termination period is 1 month and the rate adjusts to the current 12 month rate. Net253 reserves the right not to raise the rate after the first 12 months completes. Net253, LLC reserves the right to terminate this Agreement and the Services at any time and for any reason upon 30 day notice to the customer in writing. If the customer breaches any material provision of this Agreement, fails to make payments when due, or fails to abide by the policies of Net253, LLC, the Services may be disconnected without notice.

8. Limitations of Liability. The Customer understands and agrees to the following limitations of liability, which are reflected in Net253, LLC' prices: (i) any damages to the premises caused by installation or removal of the equipment by Net253, LLC will be at the customer's risk; (ii) except as expressly provided in this agreement, Net253, LLC makes no warranty, either express or implied, regarding the services of equipment; (iii) all warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, are disclaimed; (iv) Net253, LLC is not responsible for the statements, practices, promises, or warranties of the manufacturers and suppliers of the equipment; (v) Net253, LLC does not warrant uninterrupted use of operation of the services or equipment; (vi) Net253, LLC is not responsible for any interruptions of services that occur due to acts of god, power failure, or any other circumstances beyond Net253, LLC' reasonable control; (vii) Net253, LLC is not responsible for any consequential damages relating to the services or equipment, whether based on negligence or otherwise; and (viii) unless otherwise expressly provided in this agreement or another agreement between the parties, Net253, LLC's total liability to the customer and any other persons receiving services, regardless of the cause, will not exceed the amount paid to Net253, LLC for the services in question. Some states do not allow limitations of implied warranties, so the above limitations may not apply to The customer. The warranties give The customer specific legal rights. The customer may have others that vary from state to state.

9. Indemnification. The customer indemnifies and holds Net253, LLC harmless from any and all demands, claims, suits, costs of defense, reasonable attorneys' fees, witness fees, and other expenses for damage to property or for injury to any employee, agent, servant, independent contractor, employee of any agent, service, or independent contractor, or any guest or occupant of The customer in any way arising from the installation, maintenance, provision of, or removal of the Equipment.

10. Third-Party Licensing and Copyright Fees. The customer acknowledges that, for certain uses of the Services, additional licensing or copyright fees may be assessed by third parties, such fees are the responsibility of The customer, and Net253, LLC assumes no responsibility for the payment of any such fees.

11. Miscellaneous. The interpretation and enforcement of this Agreement will be governed by applicable federal law, the rules and regulations of the Federal Communications Commission, and the laws of the state and local area where the Services are provided to The customer. If any provision of this Agreement is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary and the rest of the Agreement will remain enforceable. This Agreement may be assigned to a third party without notice to or consent of The customer at any time for any purpose. The customer will continue making all required payments to Net253, LLC in accordance with billing statements received, unless notified otherwise. The provisions of this Agreement that expressly or by their nature survive termination will continue until fully performed. By accepting service from Net253, LLC you agree to abide by these Terms and Conditions as well as our Acceptable Use Policy, Telephone Subscription Agreement, and the E911 disclaimer which can be found at www.net253.net.

12. Network Management Practices. Net253, LLC does not make use of any application specific network management practices. Net253, LLC does not favor, modify, inhibit, rate control or block any specific protocols or any applications or classes of applications on a per subscriber basis. Net253 reserves the right to implement network wide network management practices for prevention of Denial Of Service attacks, CVE vulnerabilities, or other cyber-warfare operations in which Net253 desires to help protect The customer.

13. Performance Characteristics. Net253, LLC offers broadband Internet access service via FTTH on a 100 Mbps or 1000 Mbps port. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of Net253, LLC's Internet service offerings, included, but not limited to the end users computer, router, cabling, destination web site/sites etc. Net253 warrants at least 85% of the subscriber bandwidth is available when tested with a speed test certification device plugged directly into The customer's WAN port. The ultimate performance in The customers home is the responsibility of The customer. The customer understands that use of the services is governed by Net253, LLC's policies and other terms and conditions of use.

I CERTIFY THAT I AM AUTHORIZED, EITHER AS A TENANT OR OWNER OF THE PREMISES, TO ENTER INTO THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE INFORMATION THAT HAS BEEN PROVIDED TO ME, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE, AS WELL AS THE ACCEPTABLE USE POLICY, TELEPHONE SUBSCRIPTION AGREEMENT AND THE E911 DISCLAIMER POSTED ON THE WEBSITE WWW.NET253.NET WHICH ARE MADE A PART OF THIS AGREEMENT I AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. FURTHER, I ACKNOWLEDGE THAT ALL RATES AND SERVICES ARE SUBJECT TO CHANGE AND THAT I HAVE THE RIGHT TO CANCEL SERVICES AT ANY TIME.