

Service Agreement

Business ID: XXXXXXXXXX
 Created By: Kathryn Casteel



Customer Information

Name Baldwin County Commission
Account Number 2385301002

Billing Address

312 Courthouse Square, Suite 11
 Bay Minette, AL 36507
 USA

Authorized Account Contacts:

Susan L. Kilby
 skilby@baldwincountyal.gov
 2519370343x2574

Locations and Services

Description	Quantity	Rate	Subtotal
23100 Mcauliffe Dr , Robertsedale, AL 36567 Location			
Fiber ES 100 MB	1	\$ 666.67	\$ 666.67
Carrier Infrastructure Fee Charge	1	\$ 0.00	\$ 0.00
36 Month Term Recurring Discount	1	(\$ 100.00)	(\$ 100.00)
Manager 36 Month Term Recurring Discount	1	(\$ 266.67)	(\$ 266.67)
One-Time Fees			
Monthly Subtotal			\$ 300.00
One-Time Fee Subtotal			\$ 0.00

Estimated Final Totals

Description	Subtotal
Monthly Subtotal	\$ 300.00
One-Time Fee Subtotal	\$ 0.00

* This estimate does not include applicable taxes, inside wiring charges, regulated surcharges and other assessments.

Additional Notes

Services based on symmetric fiber, based on 36 month term and repriced to new monthly rate.

Terms and Conditions

1. This Service Agreement ("Agreement"), together with these Terms and Conditions and applicable tariff and/or price list terms and conditions, contains the entire understanding between you (the "Customer") and Harbor Communications, LLC ("Harbor" or "the Company") (collectively referred to as "the parties") with respect to its subject matter and supersedes any prior oral or written offers or proposals made by Harbor, or its representatives, to the Customer concerning its subject matter. This Agreement is not assignable by Customer, except with Harbor's express written consent, without which, any such assignment or attempted assignment shall be void. Customer's Agreement with Harbor is for the provision of Harbor provided services, including, but not limited to, local services, data services, long distance, and international toll calls, toll free calls, calling card calls, video programming, and/or any additional features or services ordered by Customer (the "Service").

2. **Responsibility:** The individual executing this Agreement on behalf of Customer hereby represents and warrants that he or she is duly authorized by all necessary action to execute this Agreement on behalf of Customer. IN THE EVENT THAT YOU ARE NOT AUTHORIZED TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF YOUR BUSINESS/RESIDENCE, YOU AGREE TO BE PERSONALLY RESPONSIBLE FOR THE TERMS OF THIS AGREEMENT. Use of the Services by Customer or any individual authorized by Customer confirms acceptance of the terms and conditions described in this Agreement. Customer acknowledges that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. Customer confirms that all applicable services, products, and rates have been explained to them and that they understand and accept these terms. Customer hereby agrees to assume responsibility for all charges for and adhere to all terms and conditions of the Service as provided under the Agreement and as set forth in the current state/federal tariffs, price lists, pricing guides, and/or as described on Harbor's website (www.harborcom.com), if no state and/or federal tariff applies, in each case as the same exist or as may be modified from time to time. Customer shall be responsible for all long distance charges, local services and usage charges, provision of data services and private lines, as well as any federal, state, or local assessments, surcharges and/or taxes, administrative and/or recovery charges for federal and/or state funding mechanisms, payphone surcharges, presubscription charges, and other charges related to the Service. Toll Free Calls (billed at \$0.055/minute) and International Calls (based on the country rates) are not included in LD Plan. Rates and call timing information, as well as additional terms and conditions that further govern the use of Harbor services, are set forth in the applicable Harbor tariffs, price lists, and/or pricing guides may be obtained by contacting Harbor. Usage charges will be billed in arrears; recurring charges and non-recurring charges will be billed in advance. Customer understands that the rates and the terms and conditions of service may be revised from time to time. These changes, in the case of regulated services, will be filed with the appropriate regulatory agency, and that Harbor will provide notification of these changes in compliance with applicable Public Service Commission rules and regulations. Non-regulated service changes will be posted on the company's website and/or will be provided via bill message, bill insert, or other means of notification. Only an authorized officer of Harbor may agree to modifications to the terms and conditions of the Agreement between the Customer and Harbor.

3. Service and billing shall commence on the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use ("Service Commencement Date"), unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order, in which case the Service Commencement Date is the date of the Customer's acceptance. This Agreement shall continue from the Service Commencement Date for the term stated in the Agreement ("Initial Term"), if any, between Customer and Harbor. Upon expiration of the Initial Term, the Agreement shall automatically renew on the same terms and conditions and at the 12 month pricing for successive one (1) year terms (each one (1) year term, a "Renewal Term") unless either party notifies the other of its intention to terminate the Agreement at the end of the Initial Term or Renewal Term or unless a subsequent Agreement is entered into.

Notice regarding termination of service shall be in writing and provided to the other party at least ninety-five (95) days prior to expiration of the Initial Term or the Renewal Term, as appropriate. In the event of such notice, the Agreement shall terminate upon the expiration of the Initial Term or Renewal Term, as the case may be. Services may continue on a month-to-month basis after notice of termination, but may be subject to price increase.

4. Notice of Termination: Termination notices should be sent in writing at least ninety-five (95) days prior to desired discontinuance date by registered or certified mail, return receipt requested, to Harbor Communications, LLC at 1509 Government Street, Suite 300, Mobile, Alabama 36604; by email to cs@harborcom.com, with confirmed receipt by a Harbor representative; or by facsimile to 1-251-662-1534, with confirmed receipt by a Harbor representative. Customers subscribed to services not subject to a term agreement may also terminate service by calling 1-866-832-7267. Harbor reserves the right to reject a termination request received from any person other than the designated Customer contact(s) listed on the account.

5. When Customer cancels an application for service prior to the initiation of service, Customer will be required to reimburse Company for accrued charges and expenses incurred in installing or preparing to install service, including, but not limited to, waived installation charges or charges in connection with any special construction which may have been required. It is Customer's responsibility to be knowledgeable regarding any and all contractual obligations with previous service provider(s) prior to initiating service with Harbor. Harbor shall not, under any circumstances, be liable or responsible for payment of early termination, disconnection, or cancellation charges assessed by Customer's previous service provider(s) as a result of Customer's breach of contract. Customers with Term Commitments for services who cancel prior to expiration of the Initial or Renewal Term of the Agreement will be responsible, within twenty (20) days of last billing date, for payment of termination liability charges equal to 100% of the remaining contract value plus any incentives and discounts received and/or installation and third party charges waived.

6. All invoices shall be payable upon receipt. Payment will be considered past due if not received twenty (20) days following the date on which the bill was issued. Late payment charges, compounded at 1.5% per month but not to exceed the maximum permitted by applicable state law, will be applied by Harbor to any amount due twenty five (25) days after date of invoice. Additionally, Residential customers and MDU properties (Condos, hotels, apartments, or other multi-tenant facilities) will be assessed a \$5.00 fee and businesses are assessed a \$10.00 fee for administration of late payment. Failure to pay charges incurred will normally result in Customer's account being placed in the hands of a third party for collection. If the delinquent account is referred to an attorney and/or collection agency, Customer agrees to pay reasonable costs of collection, including reasonable attorney fees and/or collection agency fees. Additionally, Customer waives its right to claim exemption under the laws in the state of Alabama or any other state. Questions, concerns, or disputed charges should be directed to Harbor within thirty (30) days of the date of the invoice or they will be considered accepted by the customer.

7. Customer shall pay any charges at Harbor's normal time and materials rates for installation of or work on any cabling or inside wiring by Harbor in Customer's premises whether required during initial delivery or installation of Service; requested by Customer after initial delivery and installation of Service; or as a result of troubleshooting, maintenance, and repair of Services when trouble is found to be with Customer cabling, inside wiring, or customer-provided equipment. CUSTOMER SHALL DEFEND AND INDEMNIFY HARBOR FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, (INCLUDING REASONABLE ATTORNEYS FEES) ARISING OUT OF THE PURCHASE, POSSESSION, OPERATION, CONDITION, RETURN, USE OR MISUSE OF THE CPE, THE SOFTWARE OR BY OPERATION OF LAW, EXCLUDING, HOWEVER, ANY OF THE FOREGOING RESULTING SOLELY AND DIRECTLY FROM THE NEGLIGENT OR WILLFUL ACTS OF HARBOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON CUSTOMER UNDER UNIFORM COMMERCIAL CODE SECTIONS 2A-303, 2A-401, 2A-402 AND 2A-508 THROUGH 2A-522; PROVIDED, HOWEVER, THAT THE FOREGOING WAIVER WILL, IN NO EVENT, IMPAIR OR DIMINISH ANY RIGHT OR REMEDY OTHERWISE CONFERRED UPON CUSTOMER UNDER THE AGREEMENT.

8. The Service may only be used for lawful and authorized purposes. By accepting this Agreement, Customer agrees not to abuse or improperly or fraudulently use the Service or permit others to do the same. Customer agrees to pay for any and all use of Services, regardless of whether such use was authorized by Customer, and agrees to indemnify Harbor from any claims that are the result of legal actions brought by any person Customer may have allowed to use the Service. Customer will obtain no property right or interest in the use of any specific type of facility, service connection, equipment, number, or code.

9. Harbor reserves the right to promptly refuse, limit the use of, interrupt, or terminate the Service without incurring liability in compliance with Harbor tariffs and/or applicable Public Service Commission rules and regulations (i) for nonpayment of any amounts due, (ii) for provision of insufficient or fraudulent billing information, (iii) for breach of these terms and conditions or violation of applicable laws, rules or regulations, including, without limitation, illegal or fraudulent use or other abuse of the Service, (iv) by reason of an order of a court or governmental authority, (v) if Harbor deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or services, or (vi) for violation of or noncompliance with additional Harbor terms and conditions not specifically detailed herein, but which may be set forth in its tariffs, price lists, pricing guides, and/or on Harbor's website. Termination of the Service by Harbor will not relieve Customer of its obligations under these terms and conditions.

10. The obligation to furnish and to continue to furnish the Service is dependent upon Harbor's ability, without unreasonable expense, to obtain, retain, and maintain access to suitable facilities, agreements with service providers, and governmental authorizations. The Service may be temporarily refused or limited due to capacity limitations or to other circumstances beyond Harbor's control. The Service may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, or repairs.

11. CPE: In the event Harbor furnishes Customer Premises Equipment ("CPE") of any sort to Customer for use in connection with the Services, Customer is solely responsible for the security of Harbor-provided CPE and agrees to assume and bear the entire risk of any partial or complete loss, with respect to the CPE, from any and every cause whatsoever. This includes theft, loss, damage (including damage caused by Acts of God, or Force Majeure), destruction or governmental taking, whether or not such loss is covered by insurance or caused by any fault or neglect of Customer. Harbor, through its employees or other repair personnel, will provide maintenance as required to keep CPE rented from Harbor in good operating condition as a result of Customer's normal use. Any manufacturer's warranties or maintenance contracts will be for the benefit of Harbor. Harbor reserves the right to substitute another type of CPE of similar functionality at its discretion. Any substituted CPE or repair and replacement parts may be new or like new. Customer shall provide Harbor or other repair personnel reasonable access to the CPE. If Customer's CPE is so equipped, wireless service within Customer's premise is available to Customer's device only when it is within the operating

range of the CPE. Connection speed is an estimate and is no indication of the speed at which Customer's device or the Service sends or receives data. Actual connection speed will vary based on device configuration, compression, distance, network congestion, interference, and other factors. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. Harbor may, but does not have to, change or improve the CPE by, among other things, changing or upgrading the 802.11b/g standard. Customers may purchase Harbor's optional CPE Protection Plan; payment of such protection plan shall relieve Customer of liability for Acts of God, including lightning, power surge, fire, wind, flood and earthquake. Damage caused by power surge, fire, flood and/or water damage which is not the result of an Act of God, is specifically excluded from coverage. Customer agrees to give Harbor prompt notice of abandonment and relocation of or loss of or damage to Company-provided CPE. Customer will be charged a minimum fee equal to the current retail sales price for lost or damaged equipment or equipment Harbor is unable to recover from Customer's site upon cancellation or termination of service. Customer understands that if Customer chooses to opt out of the CPE Protection Plan, Customer relinquishes all protections afforded under the Program. The average cost to replace or repair CPE equipment is \$1000.

12. Accounts and Passwords: Customer is solely responsible for (i) maintaining the confidentiality of any passwords or other Account identifiers that are chosen or are assigned as a result of any registration for the Service, (ii) any and all activities or omissions that occur under such password or Account whether through Customer actions (or inactions) or those of one or more persons utilizing Customer's Account. Customer further agrees to notify Harbor of any unauthorized use of password or Account. If Customer's password or Account is lost or stolen or fraudulently used, then Customer is responsible for all usage incurred before we receive notice providing us with reasonable opportunity to respond to such loss or theft. Additionally, Customer agrees to cooperate in the investigation of fraud or theft and shall provide Harbor with such information and documentation that we may request (including affidavits and police reports). We shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, Customer's failure to comply with this paragraph, the improper use of Customer's password or Account, or improper access to Customer's Account by third parties with or without the use of Customer password and whether or not authorized.

13. CPNI: Under federal law, Customer has a right to restrict the use of, disclosure of, and access to, and Harbor has a duty to, protect the confidentiality of Customer's Proprietary Network Information ("CPNI"). CPNI is information that relates to the telecommunications services purchased from Harbor, including the types of services, how much Services are used, how Services are provided, and related calling and billing records. CPNI does not include a Customer's name, address, or telephone number(s). Harbor is permitted to use CPNI, without further action by Customer or by Harbor, to fulfill orders, provide service, communicate with Customer, and/or offer additional services of the type already purchased by Customer. However, prior to using CPNI to market to or offer to Customer any new and/or different communications-related products and services, Harbor is required to provide written notice of Customer's rights and provide Customer an opportunity to deny Harbor's use of its CPNI for this purpose. Customer should indicate its approval or denial of approval regarding this matter on the front page of the Service Agreement. Customer's approval or denial of approval will not affect the provision of any services to which Customer subscribes, but Customer's approval may enhance Harbor's ability to offer products and services tailored to Customer's specific needs. Any approval or denial of approval for the use of CPNI outside the service to which Customer already subscribes is valid until Customer affirmatively revokes or limits such approval or denial. Except as required by law or as directed by Customer pursuant to affirmative written request, Harbor will not sell, trade, share, or release Customer's CPNI to anyone outside of Harbor, including joint venture partners and/or independent contractors, without Customer's express authorization.

14. CPNI (continued): Customer has been advised in writing of their rights regarding Customer Proprietary Network Information (CPNI) and has instructed Harbor on the service agreement if they approve or do not approve of Harbor's use of CPNI relating to the telephone numbers associated with this Service Agreement to market or offer additional communications-related products and/or services different from the type provided hereunder. Customer understands that CPNI will not be shared with joint venture partners or independent contractors without Customer's express authorization.

15. The Service is intended only for the use of Customer or its authorized agents and employees; Service may not be resold without the prior written consent of Harbor. If Customer intends to resell or rebill Harbor services, Customer hereby certifies that it has all necessary state, federal, legal, and regulatory authority to resell or rebill any telecommunications services to its tenants or customers. If Customer is found to be in violation of any federal, state, or local law or regulation for reselling or rebilling telecommunications services, Customer shall indemnify Harbor for any related claims by any third party against Harbor, including attorney's fees and costs. All such indemnity obligations of Customer shall survive termination or expiration of the Agreement.

16. HARBOR DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO SERVICE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE LIABILITY OF HARBOR FOR ALL CLAIMS OF WHATEVER NATURE ARISING FROM OR RELATED TO THE PROVISION OF SERVICE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE GREATER OF THE SERVICE CHARGES TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE, ACCIDENT, OMISSION, INTERRUPTION, DELAY, ERROR, OR DEFECT IN THE PROVISION OF THE SERVICE OCCURS. IN NO EVENT SHALL HARBOR BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, ACTUAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, LOST PROFITS, OR LOSS OF CUSTOMERS OR GOODWILL, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.

17. Any waiver of, any breach of, or failure to comply with any provision of this Agreement or applicable tariffs, price lists, and/or pricing guides shall not be construed as, or constitute, a continuing waiver of such provision or a waiver of any other provision hereof. Harbor shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement or for interruption of service resulting directly or indirectly from Acts of God or any other cause beyond Harbor's reasonable control (Force Majeure). If any provision(s) of this Agreement is determined to be invalid and/or unenforceable by or contrary to any existing or future law, statute, or ordinance of any jurisdiction, then such invalidity shall not impair the operation of or affect the provision(s) in any other jurisdiction, nor shall it affect or impair the validity or enforceability of any other valid provision(s) hereof. This Agreement shall be, in all respects, governed by and enforced in accordance with the laws of the State of Alabama. Venue for an action concerning this Agreement shall be in the County of Mobile, State of Alabama.

18. This is an agreement between Harbor Communications, LLC with corporate offices located at 1509 Government Street, Suite 300, Mobile, Alabama 36604 and Customer located at the said address on the Service Agreement. The Customer agrees to maintain the services

described in this agreement with Harbor Communications for the indicated length of time and at the volume (dollar) level indicated in this agreement. Should the Customer, without Just Cause (defined below), cancel some or all of the services or move the services to another provider during the term length of this agreement, the Customer understands they will be billed for the shortfall. Should the Customer cancel or move all services described in this agreement, and then shortfall, it is agreed, is the monthly volume (dollar) commitment multiplied by the remaining months of this agreement. Should the Customer cancel or move part of their service, then the shortfall is the difference between the monthly volume commitment and actual amount billed. Should the Customer cancel or move all services, without Just Cause, the Customer understands that the remaining commitment (for all remaining months) will be immediately billed to the Customer. The Customer agrees to pay the full amount within 20 days. The Customer has the reasonable right to dispute all or part of the charges providing the dispute is received by Harbor Communications before the invoice due date. The Customer agrees to dispute charges only with just and reasonable cause and further agrees to show proof and/or appropriate records to back their claim. The Customer may, without penalty and with 30 days advance notice provided to Harbor Communications, cancel their service or move some or all service to another provider if done so with Just Cause. Just Cause is failure of Harbor Communications to correct a technical problem preventing the Customer from transmitting and/or receiving traffic (voice, TV, and/or data as applicable) in a reasonable time. The Customer agrees that providing a temporary alternate means is acceptable for relatively short periods of time. Acts of God, nature, war, civil disruptions, or problems caused by a third party vendor or the Customer are excluded as Just Cause. Both parties agree to fully cooperate in first resolving the problem, and secondly to conducting good faith efforts.

19. **SATISFACTION GUARANTEE:** Harbor's intention is to deliver a satisfaction guarantee of services as contracted to the Customer. Should the customer not be satisfied with the level of specific services listed below, and gives Harbor written notice of dissatisfaction, the customer may be released of contractual obligations after a Harbor right to cure period of 60 days. Customer must notify Harbor of dissatisfaction in writing. Within 60 days of receipt of dissatisfaction notice, Harbor will have the right to cure any such problems and meet with the customer to test property in accordance with the contractual offer. Should testing not meet contractual minimum levels during mutual meeting, the customer will reserve the right to be released from their contractual obligations. Either parties reserve the right for local arbitration if both parties cannot agree on actual test results compared to the contractual offering. The specific areas covered by the Satisfaction Guarantee are: (i) Data minimum speeds and available uptime (99.9%) service per agreement as quoted, (ii) TV Digital transmission system for TV picture and uptime (99.9%) (does not include underlying satellite TV content carrier signal availability), (iii) Voice sound quality at D-Mark/central closet, and available uptime of 99.9%.

Items below this line apply only to MDU and/or TV customers.

20. **Installation and Access to units:** Customer will make every attempt to assist Harbor in accessing units for installation and may include a property escort during installation to occupied units. It is Harbor's policy that Harbor installers will not enter a unit that is occupied with visible personal belongings and no tenant or owner available. During the project timeline, Harbor will make several attempts to access a unit that could not be accessed due to keys or occupancy. When the project is deemed complete by Harbor, a list of units (if applicable) will be provided to the property manager that Harbor could not access. Harbor will establish a return date with installation crews to finish inaccessible units. It is the responsibility of the Association and property manager to have previous inaccessible units available on the established return date. If additional installation dates are required again due to inaccessible units, an install fee of \$75 per unit may be charged.

21. **TV Content:** Due to the potential advance signing of agreements between parties prior to an actual launch date or installation and due to the potential of Harbor's underlying content carrier increasing prices or altering pricing incentives prior to install, Harbor Communications reserves the right to increase pricing of its Television services prior to the property or Condo Owners Association being registered with Dish Network (30 days prior to launch). Should Harbor's programming cost or incentives change prior to the registration of service and Harbor chooses to increase rates, Harbor will notify the Customer or association in writing of any price increases and allow either party the right to cancel the TV portion of the original contract prior to registration with Dish or physical installation of hardware and system. Should the Customer accept the increase, a pricing addendum will be executed to validate new pricing on TV services. Should the Customer not accept the new rates or Harbor chooses not to deliver services based on new underlying price or incentive changes, then the canceling party will provide written notification with acknowledgement by both parties, exercising their option to cancel. With regard to video programming, Harbor reserves the right to raise the rates in accordance with underlying carrier rate increases.

22. **Wireless RF Conflict:** Due to the potential of conflicting RF channels of private wireless access points in the unit, it is encouraged that the association impress on the importance of one managed Harbor wireless network for the entire complex. If an owner/individual uses their own wireless access point from another provider, Harbor cannot be responsible for potential coverage interference with neighbors and support of their device.

23. **CAT5 and TV Coaxial Install:** A potential small percentage of units (1-2%) may not have the ability to have new cables upgraded due to damaged conduit or unit alterations. Harbor reserves the right to seek potential alternate routes other than the conduit to wire the units. All attempts will be made to make wiring aesthetically pleasing. Potential units that cannot be hard wired traditionally to the access point for internet as proposed, should still receive ample signal strength from adjoining units (up, down, and side-to-side) to enjoy a great user experience. Additionally, the wireless device can be wirelessly meshed to the network when mounted in the unit with no hard wiring; power will need to be supplied from within the unit in these cases. Optional custom wiring quotes can be offered for those still seeking upgraded wiring that will deviate from standard conduit installations. Harbor will make every effort to utilize the existing telephone and coaxial conduits to enter unit with new cabling. Depending on the available conduit path, this will determine where the wireless access point will be mounted on the wall. It is understood, and approved, by Customer that Harbor may have to cut access panels into walls in owner's units or halls to pull cable or mount CPE equipment. Where applicable, Harbor will cut holes a maximum of 8" in diameter and will either cover with CPE or cover with an access panel covering when completed. Harbor will take all precautions to leave behind area as aesthetically pleasing as possible. Any work needing larger access areas will be approved by Customer.

Additional Options

☐ I choose to receive a paper bill instead of an electronic bill. Paper bills will be assessed an additional \$5.95 Paper Bill fee in order to recover the cost of generating, administering, and postage of a paper bill in accordance with Harbor's Going Green! initiative.

Signatures and Agreements

Disclaimer:

Taxes and Fees are estimated and may not include, but are not limited to, installation costs, usage fees, carrier infrastructure fees (as stated below), or other fees calculated at the time of administration. Final total may vary based on these Taxes and Fees. **This agreement is based on best effort site audit estimate. This agreement is subject to final site engineering after order is signed by the customer. In the event additional install cost is discovered, the customer will have the right to approve or cancel order based on new additional cost.**

Length of Term: Length of agreed upon term is shown by discounts on this proposal. Discounting is determined based on term length and will expire at the end of term. Term begins and is determined by service commencement date per section 3 of the Terms and Conditions.

Issuance Date: Wednesday, December 16, 2020

Carrier Infrastructure Fee Charge:

Carrier Infrastructure Surcharge is a 1.75% assessment on all services and is not calculated until services are administrated. The assessment is for the administration of services by personnel and systems throughout our network, including network security, infrastructure management, tax, regulatory, and tariff administration. This proposal will display \$0 for the cost of the carrier infrastructure fee.

Initial each:

☐ I have read, understand, and agree to the Terms and Conditions.

☐ I have been advised (in writing) of my rights regarding CPNI (Customer Proprietary Network Information) per Section 14 of the Terms and Conditions.

☐ I have read the disclaimers stated above and understand that other factors may impact final billing amount in comparison to this agreement.

Authorized Customer Signature

Authorized Printed Name

Harbor General Manager Signature

Harbor General Manager Printed Name

Date

Date