



HIGHSPEED INTERNET SERVICE PROVIDER

Serving the Texas Hill Country!

SERVICE AGREEMENT

Welcome to Bee Creek Communications, Inc. ("Bee Creek," "us," "we," "our") high-speed broadband Internet Service ("Service"). Bee Creek provides residential and business high speed Internet Service with choice and flexibility to select the broadband service plan that best fits your needs.

This Service Agreement and the Terms of Service which is appended to this Agreement (collectively, "Agreement") is by and between Bee Creek and any Service customer ("Customer," "you," and "your"). This Agreement takes effect on the date when the Customer signs The Customer Contract. Customer's use of the Services, any equipment provided by Bee Creek, and other equipment or devices provided by the Customer (collectively "Customer Equipment") connected to the Internet Service, and any other related services are governed by this Agreement. By using our Service, you understand, acknowledge and agree to the following terms and conditions in this Agreement, in addition to the following documents incorporated by reference herein, including without limitation Bee Creek's Privacy Policy, DMCA Copyright Infringement Policy, Open Internet Transparency Policy, Summary of Fees and Payment Terms Disclosure Statement and any Additional Terms (terms and conditions that will govern a new service offering), as each maybe amended from time to time. Please read these documents carefully.

Bee Creek will regularly update and amend this Agreement and any other document incorporated by reference in this Agreement, when necessary. Bee Creek will communicate any such updates or amendments to Customer by posting on our Website or via email, if required by law. Customer may obtain, at no charge, a copy of the current Agreement or any documents incorporated by reference herein by visiting our Website.

EQUIPMENT: Customer hereby agrees and acknowledges that any and all equipment issued by Bee Creek for internet access service, will be classified as Premise Equipment and will remain the sole property of Bee Creek. Bee Creek provides a warranty for new Premise Equipment for the first six (6) months from the date of installation, that will cover defective equipment, inadequate install or cabling. Upon expiration of the Warranty Period Customer shall be liable for damage to Premise Equipment caused by abuse, negligence, or accident by Customer, any User or any person or thing on the Customer's premises, and any type of intentional damage. Bee Creek will repair or replace the Premises Equipment at no cost to the Customer under any other circumstance during the Customer's Initial Term or Renewal Term.

SERVICE TERM: The length of this Service will begin on the date this Agreement is signed by Customer and will continue for the period of two (2) years ("Initial Term"). After the expiration of this Agreement, it will automatically renew on a month-to-month basis ("Renewal Term") unless either of the parties has notified the other in writing not less than seven (7) business days in advance of the cancellation date. Such notice may be provided via email or postal mail. Any cancellation in a Renewal Term will be effective at the end of the month; there will be no refund of the monthly fee. Cancellation of service before the end of the Initial Term will result in an Early Termination Fee of \$125.00 (U.S.). Bee Creek also offers a one (1) year contract for service with an additional \$10.00 (U.S.) per month. Customer has the option to purchase the Premise Equipment at installation and waive signing a contract.

PAYMENT: Payment for the Service will begin on the date of this Agreement and will be pro-rated to the first of the following month. Thereafter, payment will be due and payable on the 1st of each and every month. In the event Customer does not pay for the above service by the 16th of each month, a Late Fee of \$10.00 (U.S.) plus tax will be imposed by Bee Creek. In the event service is not paid for by the 25th of the month, service will be suspended and up to a \$65.00 (U.S.) fee will be charged for reconnection ("Reconnect Fee"). In the event that any such suspension should exceed fifteen (15) calendar days, your contract will be terminated and charges for the remainder of your contract and all other outstanding amounts will become immediately due and payable in full to Bee Creek. All legal remedies will be taken to collect said delinquent amount unless another agreement is made with Bee Creek to pay for said Service and all fees. Credit cards, debit cards and ACH bank drafting are available. Payments should be mailed to the following address: Bee Creek Communications, Inc. P.O. Box 1757- Fredericksburg, TX 78624.

SERVICE PROVIDED: Bee Creek will install Premise Equipment allowing Customer to connect to our wireless internet Service. The Service will be formatted to the Customer's needs and the price set will be agreed upon in advance of this Agreement being signed. The Service may not be used to engage in any conduct that interferes with Bee Creek's ability to provide service to others, including the use of excessive bandwidth. Bee Creek will install a demarcation for Premise Equipment. Any and all hardware/software beyond the demarcation is the responsibility of the Customer. For additional fees, Bee Creek will install and configure said

hardware/software beyond the demarcation point. Bee Creek will warranty additional services for a period of thirty (30) calendar days. Customer is responsible for hardware replacement and software upgrades. This additional service is being provided only for legal access to the Internet. Immediate termination will occur if Customer is using or is reasonably believed to be using Internet access for illegal activities such as without limitation fraud, child pornography, hacking, harassment, e-mail spamming, sending chain letters, distribution of viruses, copyright infringement and unauthorized use of software and/or network trespassing. For additional information that will lead to termination of this Agreement, see our Terms of Service herein (Appendix) and can also be found at beecreek.net.

DISCLAIMER OF WARRANTIES: CUSTOMER EXPRESSLY AGREES THAT USE OF THE BEE CREEK NETWORK AND THE PREMISE EQUIPMENT PROVIDED BY BEE CREEK IS AT CUSTOMER'S SOLE RISK. THE SERVICE AND PREMISE EQUIPMENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR THE LIMITED SIX-MONTH WARRANTY ON PREMISE EQUIPMENT SPECIFICALLY SET FORTH HEREIN, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. NEITHER BEE CREEK NOR ITS OFFICERS AND DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SHAREHOLDERS, THIRD PARTY LICENSORS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND CONTRACTORS, AND EACH OF THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "BEE CREEK-RELATED ENTITIES") WARRANT: (I) TO UNINTERRUPTED, TIMELY OR SECURE USE OF THE SERVICE; (II) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; (III) THAT THE SERVICE WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE OR OTHER HARMFUL COMPONENTS, EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED; OR (IV) THAT ANY PERSONAL INFORMATION, NON PERSONAL INFORMATION, DATA, FILES, OR CUSTOMER MATERIAL CUSTOMER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM BEE CREEK SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE SCOPE OF A LIMITATION OF WARRANTY OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

LIMITATION OF LIABILITY: STATUTE OF LIMITATIONS: CUSTOMER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR THE CLAIM OR SUIT ARISES. BEE CREEK SHALL NOT BE HELD LIABLE FOR INTERRUPTION OF OUR SERVICE CAUSED BY FAILURE OF PREMISE EQUIPMENT, OUR SERVERS, AND/OR SERVERS OR EQUIPMENT OWNED BY THIRD PARTIES, COMMUNICATION FAILURES, POWER OUTAGES, OR ANY OTHER CAUSES NOT IN THE CONTROL OF BEE CREEK SUCH AS A FORCE MAJEURE EVENT AS DEFINED HEREIN. BEE CREEK WILL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, AND/OR LOSS OF BUSINESS OPPORTUNITIES.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL BEE CREEK AND BEE CREEK-RELATED ENTITIES BE LIABLE FOR FAILURE TO PERFORM ANY OBLIGATIONS WITH RESPECT TO THE SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT FROM ANY CAUSE BEYOND BEE CREEK'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, MECHANICAL, ELECTRONIC OR COMMUNICATIONS FAILURE OR DEGRADATION (INCLUDING "LINE-NOISE" INTERFERENCE) OR UNDER A FORCE MAJEURE EVENT (AS DEFINED HEREIN), ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND EXCLUSIONS HEREIN MAY NOT APPLY TO CUSTOMERS RESIDING IN SUCH STATE. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE AGGREGATE LIABILITY OF BEE-CREEK AND BEE CREEK-RELATED ENTITIES UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED \$100.00 (U.S.).

INDEMNIFICATION: Customer shall indemnify, defend and hold harmless Bee Creek and Bee Creek-Related Entities from and against any loss, cost, action, claim (including without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement where Customer has used, connected, combined the Service with the products or services of others, negligence, tortious, or other unlawful behavior), liability, damage or expense (including court costs and reasonable attorney's fee incurred by Bee Creek in the defense of such claims) (collectively, "Claims") suffered or incurred by third parties, relating to or associated with the use of the Service by Customer, Customer's household, visitors, patrons, agents and employees or any of their personnel (collectively, "Users" and singular, "User"), and all other persons who have access to Premise Equipment and the Bee Creek Network whether or not Customer or User has knowledge of or has authorized such access or use. Customer agrees to indemnify, defend and hold harmless Bee Creek and Bee Creek-Related Entities from any Claims resulting from the use of this

Service by Customer or its Users that damage or harm another party or violate the Agreement or any applicable local, state, federal or international statute, regulation, rule, ordinance, or policy (“Applicable Law”).

CUSTOMER RESPONSIBILITY: Customer acknowledges, understands and agrees that Customer and your Users shall comply with this Agreement and when accessing other networks connected to the Bee Creek Network, you and your Users shall also comply with the rules of the other networks.

SITE MAINTENANCE: Customer will have labor charges imposed for loss of service not in control of Bee Creek. If Bee Creek has to visit Customer’s premises for service issues or troubleshooting a service charge will apply. Examples of Site Maintenance that Bee Creek will charge for are customer network device outages, router problems, new computer installation, wireless radio reboots, any and all non-Bee Creek Network related problems, any and all hardware and/or software installation or application problems not caused by Bee Creek.

FORCE MAJEURE EVENT: A Force Majeure Event includes without limitation: (i) act of God; (ii) act of local, county, state, federal or other government in its sovereign or contractual capacity; (iii) act of public enemy or of war, terrorism, sabotage, civil disorder or riot; (iv) flood or adverse weather conditions, including solar flare or sun outage; (v) pandemic, epidemic or quarantine; (vi) labor strike, lock-out or other labor disturbance; (vii) fire, explosion, power failure or blackout; (viii) damage, degradation or destruction of equipment, transmission lines or the Bee Creek Network; (ix) unavailability of right-of-way, equipment or materials; or (x) any other cause beyond a Party's reasonable control. Changes in economic, business or competitive conditions shall not be considered a Force Majeure Event. The Party so affected by a Force Majeure Event shall, upon giving prompt notice to the other Party, be excused from such performance and any failure, interruption or delay of performance reasonably deemed to result therefrom shall not be considered a breach of this Agreement.

AMENDMENTS, SURVIVAL AND WAIVER: Bee Creek may change, amend, alter, or modify this Agreement at any time. Bee Creek will notify Customer of such changes either by posting that change on Bee Creek’s Website by sending Customer an email, as a bill insert, via telephone, or by U.S. first-class mail, or by any reasonable means. If Customer continues to use the Service after such notice has been made, Customer understands, acknowledges, and agrees that such continued use shall be deemed to be Customer’s acceptance of those changes unless additional notice or steps are required by law. This Agreement shall survive any termination, cancellation or expiration of this Agreement for any reason. Bee Creek’s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

VENUE AND JURISDICTION: This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Texas without regard to any conflicts of law provision. Customer understands, acknowledges and agrees that the federal and state courts of competent jurisdiction located in Gillespie County, Texas alone shall have jurisdiction over all disputes arising under this Agreement and Customer consents to the personal jurisdiction of these courts.

Updated and Effective: November, 2021

Terms of Service - Appendix to Service Agreement

All capitalized terms herein shall have the same meaning as established in Bee Creek's Service Agreement.

The terms of service provisions ("Terms" or "ToS") below are set requirements for Customers and Users of Bee Creek's Service and the Bee Creek Network. Violation(s) may result in immediate termination of Service.

As an Internet Service Bee Creek, Bee Creek will not censor or block any content passing through the Bee Creek Network unless such content violates Applicable Law or unreasonably interferes or harms the Bee Creek Network. Bee Creek will cooperate with appropriate authorities to investigate any suspected illegal activity.

SECURITY: The Service may not be used to breach or attempt to breach the security, the hardware or software, or the data, including any Personal Information, of any person or entity.

COMPUTER SOFTWARE: Virus distribution, hacking, spamming, send chain letters, network trespassing, any unauthorized use of software, data, unlawful emails under the CAN-SPAM Act or applicable state law, hacking, scamming, and any other harmful or illegal act or is prohibited. The Service may not be used to engage or foster any consumer fraud such as illegal gambling, Pyramid, or other investment schemes, or other means, items or services originating from Customer's account, or through a third party which implicates your account or to post or transmit off-topic or commercial messages on bulletin boards. Likewise, you may not engage in any of these activities using the service of another ISP, while channeling such activities through your Bee Creek account as a mail drop for responses. The Service may not be used to engage in any conduct that interferes with Bee Creek's ability to provide service to others, including the use of excessive bandwidth.

EQUIPMENT, SOFTWARE, THIRD PARTY: Customers agree to not damage Premise Equipment or any other network's equipment, including but not limited to damage caused by Viruses, Trojans, Spyware, Adware and other Malicious Programs and P2P file sharing software. In the event that Bee Creek receives notification from any third parties that Customer or Users are misusing or not complying with any Applicable Law, the Service Agreement or this ToS, suspension and possible termination will be enforced. Certain violations will also result in criminal and/or civil prosecution.

CHILD PORNOGRAPHY: Any person under the age of eighteen years is deemed a minor. The Service may not be used to upload, post, transmit or otherwise make available any content that violates child pornography statutes or contains graphic visual depictions of sexual acts or sexually explicit conduct involving minors, or other depictions of minors or images of minors (real or simulated).

OTHER PROHIBITED USES: Customer and its Users may not harass, stalk, harm, annoy, abuse, threaten, or impersonate other customers or users using the Bee Creek Service or over the Bee Creek Network. If such action occurs, termination will be immediate and criminal charges may be filed by law enforcement entities. Customer and its Users may not use the Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the Service or Bee Creek Network resources, or which may weaken network performance, as determined in Bee Creek's sole discretion, such as (i) using the Service to host a web server site which attracts excessive traffic at Customer's premises; (ii) continuously uploading or downloading streaming video or audio, USENET hosting, or continuous FTP uploading or downloading; (iii) and continued use of programs or commands which take a large amount of system resources, be that processor time, memory, network bandwidth, and/or drive space on the host system. This is for the security of our Customers and other Bee Creek Network users.

OFFENSIVE OR HARMFUL INFORMATION FOR MINORS: Please be aware that the Internet may host material that is deemed unfit for viewers under the age of eighteen. Certain sites contain pictures and information that are considered harmful in nature and obscene. Customers and its Users are responsible for monitoring the viewing habits of minors. We have links to software that you may download to ensure children are safe from such sites.

CONTENTS OF INFORMATION: Bee Creek takes no responsibility for content passed through or sent via the Bee Creek Network.

VIRUS PROTECTION: Although Bee Creek does filter for viruses on our E-mail servers; the Customer is ultimately responsible for providing virus protection on their own system. Bee Creek is not responsible for virus infections. If it is discovered that a Customer has a virus in their system which can affect the Bee Creek Network, Bee Creek will immediately suspend that system from the Bee Creek Network until the Customer eliminates the virus.

RESIDENTIAL VS. COMMERCIAL PRICING: This Service is provided primarily for personal and household use and that the Customer shall not use, or allow others to use the Services to operate or work for any type of business or commercial enterprise as a primary purpose or for long-term, unless you have subscribed to a Business package. Customers understand, acknowledge and agree that if you are operating/performing excessive business transactions from your home resulting in higher- than average usage of data or Bee Creek Network resources, and/or are paying for service with a business check, or corporate credit card, your account will be changed to and charged a business package.