

Trico Fiber Residential Broadband Service Agreement

By signing up and installing our broadband services, including but not limited to high speed internet and data services (individually and collectively "Services") provided by Trico Electric Cooperative, Inc. ("Trico"), doing business as Trico Fiber (collectively "Trico Fiber"), you and/or your company ("Member") acknowledge that you are at least 18 years of age and legally authorized to agree to the Terms and Conditions and billing procedures outlined in this Service Agreement (the "Service Agreement" or "Agreement").

If a Member is not an individual but is a corporate or organized entity, the individual representative executing this Agreement represents and warrants that they have full legal authority to execute this Service Agreement on behalf of the Member. As used in this Agreement, Trico and Trico Fiber shall mean its affiliates or subsidiaries, agents, representatives, employees, directors, and assigns. As used in this Agreement, Member shall apply to the individual signing below or accepting this Agreement, along with the Member's end users such as family members, employees, others living or working on the premises, guests, customers, heirs, assigns, and representatives. By using the Services, Member understands, acknowledges, and agrees to be bound by the terms and conditions of this Service Agreement and all documents incorporated or referenced herein, as each may be amended from time to time, including without limitation Trico's Privacy Policy. Current versions of these documents may be viewed at any time online www.tricofiber.coop Continued use of Services indicates that Member understands and agrees with current versions of these documents including all updates.

FIBER DROP CONSTRUCTION. Trico Fiber will place a dedicated fiber optic drop cable to each subscribing Member's service address during our construction phase (July 2026 through 2027) at no cost to the Member. If Member decides not to subscribe to Services after the fiber optic drop cable is placed to their service address, or cancels Services before fulfilling six-months of subscription to the Services, a cancellation fee may be invoiced to Member.

SUBSCRIPTION AND PAYMENT TERMS. Member agrees to pay monthly charges in advance, including all applicable taxes and fees. Member agrees to pay any charges accumulated in arrears that may be derived from such things as toll, long distance, operator, or directory assistance calls, as well as charges for support, installation, and maintenance that may be billed after the Services are received. Charges, taxes, and fees referenced in this Agreement are subject to change and updated pricing can be viewed at www.tricofiber.coop or www.trico.coop. Member agrees to pay for all Services provided by Trico Fiber including but not limited to any charges for installation and equipment that are not specifically included

without additional charge. Member will comply with, and be bound by, the existing and all future amendments, alterations, changes, or revisions of the bylaws of Trico.

SMARTHUB. Member is required to complete the account management and online payment portal SmartHub registration process following in-home installation. Monthly bills will be distributed and available through SmartHub. Members may elect to receive a paper bill for a monthly fee of \$5.00. Members are encouraged to use the Auto Pay program to ensure regular and timely delivery of monthly payments. Failure to receive notifications does not preclude Member from owed charges and other fees. Member is responsible for updating email and phone numbers to ensure delivery of notifications.

SECURITY SYSTEM. It shall be the Member's sole responsibility to inform Trico Fiber, in writing and prior to installation of the Services, of any security system located on the Member's premises. If the Member fails to inform Trico Fiber of any security system, the Member waives all claims, suits, judgments, and/or causes of action that arise out of, arise from, and/or are related to the Member's security system.

LATE/OTHER CHARGES AND SECURITY DEPOSIT. Member understands and gives permission for Trico Fiber to check the applicant's credit history and identity. Member understands that Trico Fiber may require a security deposit and/or assess penalty fees and/or finance charges for monthly charges not paid by stated due date. The penalty fee and/or finance charges are a reasonable estimate of costs to manage past due accounts. If Services are disconnected, Trico Fiber may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any fees, before Service is restored. If Member's payment is returned for insufficient funds, incorrect account or routing number, or due to a closed account or for any reason outside the reasonable control of Trico, Trico Fiber may impose a service charge based on the fee schedule. Further, Member understands and agrees that Trico Fiber may charge the bank account or credit card on file any time the account becomes past due, in accordance with applicable law. If Member has not paid amounts due within 30 days of the due date, all legal methods may be used to collect amounts due. Member agrees to pay Trico Fiber for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.

OPERATION ROUND UP. Operation Round Up is a voluntary program in which the Member's monthly bill is automatically rounded up to the next highest dollar. Monthly contributions may range from \$.01 to \$.99. The maximum annual contribution per account is \$11.88. Contributions are tax deductible and are used to provide financial assistance to non-profit activities and community projects in accordance with the established Trico Electric Charitable Trust funding policies.

COMMUNICATIONS, DISCLOSURES, AND NOTICES. Trico Fiber will send out all communications, disclosures, and notices (billing notices, disconnect notices, payment reminder notices, changes in terms of services notifications, etc.) in electronic form for any products, Services and/or accounts that Member had or applies for, either now or in the future. Member agrees to ensure Member's email address remains current with Trico Fiber. Should an email be deemed undeliverable by Trico Fiber, Trico Fiber will attempt to contact Member through reasonable means as determined by Trico Fiber. Member may withdraw consent to receive electronic communications or update Subscriber's email address by managing SmartHub notifications.

BILLING ERRORS, PARTIAL PAYMENTS, AND COLLECTIONS. Trico Fiber can be contacted at 520-744-2944 for billing inquiries or to dispute charges. Member must contact Trico Fiber within 60 days of receiving the statement on which the error or problem appeared. Trico Fiber will not pay interest on any overcharged amounts later refunded or credited to Member's account. Upon receiving a valid tax exemption form, taxes will not be charged. Taxes paid prior to the receipt of a valid tax exemption form will not be adjusted. Trico Fiber may, but is not required to, accept partial payments from Member. If partial payments are made, they will be applied to amounts owed by Member starting with the oldest outstanding amount. If Member payment is marked "payment in full" or otherwise labeled with a similar restrictive endorsement, Trico Fiber may, but is not required to, accept them without waiving any rights to collect all amounts owed by the Member under this Service Agreement. If Trico Fiber chooses to use a collection agency or attorney to collect money owed to Trico Fiber or to assert any other right that Trico Fiber may have against Member, Member will agree to pay the reasonable costs of collection or other action including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.

OWNERSHIP OF EQUIPMENT - RISK OF LOSS. "Equipment" includes all Equipment installed by Trico Fiber in or on Member premises including, without limitation, inside or outside Customer Premises Equipment (CPE), Optical Network Terminals (ONT), Residential Gateway (RG), and wiring. This Equipment and other Trico Fiber property and facilities ("Equipment"), delivered to Member and/or installed on the premises to receive the Services, shall remain the sole and exclusive property of Trico Fiber. Member assumes the risk of loss, theft, or damage to all Equipment at all times prior to the removal of the outside units by Trico Fiber or return of the inside units by Member. Member agrees to pay any inside Equipment lease charges associated with the Services. Upon termination of Services for any reason, Member agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Trico Fiber within thirty days of the termination.

If the Equipment is destroyed, damaged, lost or stolen, or the inside unit is not returned to Trico Fiber for any reason within thirty days of termination, including fire, flooding, storm or other incident beyond Member's control, Member shall be liable to Trico Fiber for the full replacement cost of any unreturned or damaged Equipment. Member agrees to allow Trico Fiber access to the property or has obtained permission from Member's Landlord to allow Trico Fiber access, to remove any outdoor Equipment. Further, Member understands and agrees that Trico Fiber may charge the bank account or credit card on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

TAMPERING/MISUSE/LOST/STOLEN. Member shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from Member premises and used in another location without written permission from Trico. Member is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Member possession, Member shall be liable for the cost of repair or replacement of the Equipment.

TERMINATION OF SERVICE BY MEMBER. Members may terminate Services in person at Trico headquarters at 8600 W. Tangerine Road, Marana, Arizona 85658, via the online service management tool offered by Trico, or by calling 520-744-2944. Members are liable for all Services rendered by Trico Fiber up to the time the account has been de-activated and all inside Equipment has been returned. Member agrees to allow Trico Fiber access to the property to remove any outdoor Equipment. Member will not attempt to remove any outdoor Equipment. Member is responsible for returning indoor Equipment, or Equipment Trico is not reasonably able to access, to Trico Fiber via methods approved by Trico. Further, Member understands and agrees that Trico Fiber may charge the bank account or credit card on file for any unpaid charges, the cost for any unreturned or damaged Equipment and/or contract cancellation fees, in accordance with applicable law.

THEFT OF SERVICE. The receipt of Services without authorization is a crime. Member understands that the law prohibits willful damage, alteration, or destruction of Equipment. Member may be subject to both civil and criminal penalties for such conduct. Member shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from Trico Fiber.

TERMINATION OF SERVICE BY TRICO FIBER. Trico Fiber will give Member seven days prior notice of a disconnection of all or part of Services, except if the disconnection is requested by Member, if Member breaches this Service Agreement or any of Trico Fiber's terms of service, policies, or if Trico has another basis for to disconnect for cause (including but not limited to for safety, cybersecurity, or security purposes or if requested to disconnect by a

government authority). If Member's bill is not paid after notification is received, Trico Fiber may disconnect Services. Upon termination for any reason, Trico Fiber may charge additional fees on any unpaid balance. Further, Member understands and agrees that Trico Fiber may charge bank account or credit card on file in the amount of any outstanding balance, the cost for any unreturned or damaged Equipment and/or contract cancellation fees, in accordance with applicable law.

CHANGES IN SERVICE/CHARGES. Trico Fiber may change or eliminate Services, Equipment, and charges at its discretion. Trico Fiber will give Member a 30-day notice of increases in charges, new or other charges, or changes to or elimination of Services in conformity with applicable law.

TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE. The Services shall only be provided at the address where Trico Fiber completes installation. Member may not transfer Member's rights or obligation to the Services to any successor tenant or occupant or to any other address without providing Trico Fiber written consent from the original Member and successor (unless previous party is deceased and, in that case, will need to provide a death certificate). Service obligations are not transferred until successor establishes Membership, and a new Trico Fiber Broadband Service Agreement is accepted by successor Member.

SERVICE AND REPAIRS. Trico Fiber will make reasonable efforts to maintain the Services and respond to service calls in a timely manner. Trico Fiber will repair Equipment damaged due to technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Member's sole responsibility. Member is responsible to pay cost of repair or replacement.

ACCESS ON PREMISES. As a condition of receiving Services, Member grants to Trico Fiber authorization to enter premises to construct, install, maintain, inspect, replace and/or remove all Equipment necessary to provide Services. Furthermore, as the owner or tenant of the premises at which the Services are provided, Member will, upon request, grant to Trico Fiber a perpetual easement without charge to enter and to construct, install, maintain, inspect, replace and/or remove Trico Fiber's Customer Premises Equipment (CPE), Optical Network Terminal (ONT), Residential Gateway (RG), fiber optic lines and all other Equipment necessary to provide Services to Member and others. Member, if owner, will also grant the right to remove trees and obstructions to provide clear right-of-way for all communication cable and equipment.

If Member is not the owner of the premises, Member warrants that they have authority to grant such access to Trico Fiber or that they have obtained the consent from the owner of the premises for Trico Fiber to install and maintain Equipment. In addition, Member agrees

to supply Trico Fiber or Trico Fiber's agent the owner's name, address, and phone number and/or evidence that the owner has authorized in writing for the Member to grant access to Trico Fiber and Trico Fiber's agents to the premises.

Member will be responsible for payment of any charges assessed by Trico Fiber for visits to Member's premises to install, maintain, inspect, repair or remove any Services and Equipment, without limitation, in response to any difficulty caused, in whole or in part, by equipment, services or facilities not provided by Trico Fiber, for service calls at times other than normal business hours and for any non-routine installation or maintenance. In the event Member chooses to install its own equipment, including any router that is not provided by Trico, Member shall be responsible for cost of site visits, truck rolls, and related expenses to respond to service calls. This is in addition to all other costs Member is responsible for under this Agreement.

Member agrees to provide Trico Fiber employees and representatives with a safe working environment while on the premises, free of Hazardous Materials, free of interference from persons or pets, and reasonably suitable for the Services. For purposes of the preceding, "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety.

Member will ensure that the working environment is free from obstructions, hazards, and interference. Trico Fiber shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials. If a Trico Fiber employee or representative deems the working environment unsafe at their sole discretion, Member agrees that Trico Fiber may elect to not install or provide Services, including without limitation installation, repair, maintenance, support, or training services, on the premises until such premises are deemed safe by Trico Fiber.

In some cases service drops and installations may require special access and installation methods. As an example, in some areas to provide fiber service, a small microduct may be installed through or adjacent to existing utility equipment and routed to the Network Interface Device (NID). This work is intended to provide a secure, protected pathway for fiber installation. Member agrees that Trico may, at Trico's discretion, select the most appropriate installation and service drop methods.

PRIOR ACCOUNTS. Member warrants that no monies are owing to Trico Fiber for broadband services. If Trico Fiber finds a prior account with Member with monies owed to Trico, then

Trico may apply any funds received to that prior account. Prior accounts where money is owed to Trico must be paid in full before starting Services.

WARRANTY DISCLAIMER: LIMITATION ON DAMAGES. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TRICO FIBER DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND/OR PERFORMANCE OF THE SERVICES IS WITH THE MEMBER.

TRICO FIBER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF EITHER THE EQUIPMENT OR SERVICES FURNISHED HEREUNDER.

LIMITATION OF LIABILITY. TRICO FIBER SHALL NOT BE LIABLE TO MEMBER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR ANY ACTS OR OMISSION ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY SUBCONTRACTORS OF TRICO FIBER, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS.

MEMBER EXCLUSIVE REMEDY. TRICO FIBER'S ENTIRE LIABILITY AND MEMBER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY TRICO FIBER OF ANY OBLIGATION TRICO FIBER MAY HAVE UNDER THESE TERMS AND CONDITIONS SHALL BE MEMBER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT. IN NO EVENT SHALL TRICO FIBER LIABILITY TO MEMBER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY MEMBER DURING THE PRECEDING THIRTY 30-DAY PERIOD.

THE PROVISIONS OF THIS SECTION CONSTITUTE AN ALLOCATION OF RISK BETWEEN THE PARTIES AND THE PRICE CHARGED MEMBER IS BASED ON SUCH ALLOCATION OF RISK. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

MEMBER INDEMNIFICATION. MEMBER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TRICO FIBER AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE TRICO FIBER FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY TRICO FIBER IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (a) MEMBER USE

OR MISUSE OF THE SERVICES OR EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM MEMBER USE OF THE SERVICES OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (c) MEMBER BREACH OF ANY PROVISION OF THIS AGREEMENT OR SERVICES POLICIES.

SERVICE INTERRUPTIONS. Trico Fiber assumes no liability for interruption of Services beyond its reasonable control, including, without limitation, Acts of God, epidemic, pandemic or disease outbreak, natural disaster, fire, governmental acts, civil disturbance, strike, or weather.

INTERNET ACCESS SPEEDS. The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between Trico Fiber facilities and the network interface device at Member's premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Member receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of Trico Fiber. Actual internet speeds vary due to many factors including the capacity or performance of Member's computer (and other devices) and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network, or other factors at the internet site with which Member is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Member's on-line experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, Trico Fiber reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service Members.

ACCEPTABLE USE POLICY. Member understands that use of Services is subject to Trico Fiber's Acceptable Use Policy detailed in this Agreement, which may be amended from time to time. The most current Service Agreement can be found at www.tricofiber.coop or www.trico.coop or by calling 520-744-2944. Member is responsible for complying with the Acceptable Use Policy. Member is also responsible for the action of others who may be using the Services under Member's account. Member must respond in a timely manner to complaints concerning the Services. If Trico Fiber is alerted to, or otherwise becomes aware of, violations or potential violations of the Acceptable Use Policy, Trico Fiber may and will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

Violation of Acceptable Use Policy. Violation of the Acceptable Use Policy may result in Trico Fiber taking actions ranging from a warning to a suspension of privileges or termination

of Services. Trico Fiber may, but is under no obligation to, provide Member with advance notice of an Acceptable Use Policy violation via e-mail or other communication, and request that such violation be immediately corrected prior to acting. Trico Fiber reserves the right to act immediately and without notice to suspend or terminate Services in response to a court order, law enforcement, or other legal requirement that certain conduct be stopped or when Trico Fiber determines, at its sole discretion, that the conduct may:

- Expose Trico Fiber to sanctions, prosecution, or civil action;
- Cause harm to or interfere with the integrity or normal operations of Trico Fiber networks or facilities;
- Interfere with another Member's use of Trico Fiber Services or the Internet;
- Damage or disparage the reputation of Trico or its Services; or
- Otherwise present a risk of harm to Trico Fiber, its network or facilities, its Members, employees, officers, directors, agents, or other representatives.

Trico Fiber may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. Trico Fiber assumes no obligation to inform Member that information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. Trico Fiber shall not be liable for any damages of any nature suffered by Member or other user or third party resulting in whole or in part from Trico Fiber exercising any of its rights under the Acceptable Use Policy.

Abuse of Service/Spamming. Mass emailing and "mail-bombing" (sending mass email or deliberately sending excessively large attachments to one recipient) are prohibited. Doxxing, Swatting, and any similar abuse of the service (whether prohibited by law or not) are prohibited by this Agreement. Business-class accounts may have different volume limitations and usage will be judged by type and use of account. Forging email headers (transmission information) is prohibited. Using another computer or device without authorization to send email messages or to retransmit email messages for the purpose of misleading recipients as to the origin is prohibited. Use of email to harass or intimidate other users is prohibited. Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating email, is a violation of the Acceptable Use Policy and Trico Fiber reserves the right to seek damages and other available relief against Member and/or any third parties as applicable. For purposes of this Service Agreement, such violations are determined by Trico Fiber in its sole discretion.

No Resale/Sharing of Services. Member is prohibited from reselling the Services or otherwise making the Services available to third parties not directly located on property, in

whole or in part, directly or indirectly, unless expressly permitted by Service Agreement. Member will not make the Services available to anyone other than family and household guests. Member will not resell or redistribute, nor allow others to resell or redistribute, access to the Services in any manner, except as expressly provided in any contract for service. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of email, FTP, HTTP, VoIP, and Telnet access. Although resale of such services is prohibited, a business class account allows for the hosting of these services for the business's own purpose (ex: employee email, basic business website for marketing).

Facilitating a Violation of Acceptable Use Policy. Member is prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of the Acceptable Use Policy and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.

Illegal Activity/Tortious Conduct. Any use of the Services to violate any local, state, or federal law or regulation also violates the Acceptable Use Policy in this Service Agreement. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive, or obscene materials;
- Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (e.g., phishing);
- Intentionally spreading computer viruses or any code or system designed or having the result of causing damage to any system;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining, or attempting to gain, unauthorized access to private networks;
- Engaging in the transmission of pirated software, movies, music, etc.;
- Unauthorized copying, distribution or display of copyrighted material, along with the illegal use of copyrighted torrents, Usenet, and other P2P sharing software;
- Conducting or participating in illegal gambling or any illegal activity;
- Soliciting for illegal pyramid schemes through e-mail or Usenet postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that Member accesses through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that Trico Fiber determines in its sole discretion to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items, or services; or

- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of Trico Fiber.

Third Party Rules. Member may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, Usenet, social networking sites, applications, or other services that promulgate rules, guidelines, or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this Service Agreement. Trico Fiber reserves the right not to accept a posting from newsgroups where there is actual knowledge that content of the newsgroup violates the Acceptable Use Policy.

Network Management. As permitted by law, Trico Fiber may establish appropriate limitations on bandwidth, data storage, or other aspects of the Services by amending this Service Agreement. Subscribers must comply with all such limitations prescribed by Trico Fiber. These network management practices are further outlined on Trico Fiber's website at www.tricofiber.coop or www.trico.coop.

Security. Member assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, and information transmitted or received through the Services. Trico Fiber assumes no responsibility and disclaims any liability for the security of any information on Member personal devices, or the security or accuracy of any information or data transmitted or received through the Services. Trico Fiber has no responsibility and disclaims any liability for unauthorized access by third persons to Member personal devices, files, or data or any loss or destruction of files or data.

It is Member's responsibility to ensure the security of network and the equipment that connects to the Services. Member is required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability. Failing to secure system against abuse or fraudulent activity is a violation of this Service Agreement. Member is responsible for configuring and securing network and the Services to prevent unauthorized access to Member's systems and/or the Trico Fiber network.

Member is also responsible for any fraudulent activity that may occur due to failure to secure network and the Services. Member will be responsible if unknown third parties utilize the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior, or engaging in any type of fraudulent conduct. Member may not, through action or inaction (e.g., failure to secure network), allow others to use network for illegal,

fraudulent, or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines. Trico is not responsible for fraud, identity theft, or similar incidents (or any damages arising therefrom), to the extent and proportion caused (or contributed to) by the Member's failure to secure their information, network, or devices.

If applicable, a password may provide access to individual accounts. It is Member's responsibility to keep passwords secure and to implement security measures to protect their information and devices. Member is responsible for all access to or use of the Services through the account. Attempting to obtain another Member's account password or gain unauthorized access to another Member's account is prohibited.

Responsibility for Content. Member is responsible for any content offered, requested, or received through the Service.

Web Hosting and Data Center Hosting Surveillance. Trico Fiber performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although Trico Fiber will not, as an ordinary practice, proactively monitor activities for violations of this Service Agreement, there may be instances in which Trico Fiber, through its routine surveillance, finds violations of the Acceptable Use Policy, and reserves the right to take whatever action it deems appropriate in its sole discretion.

Copyright Infringement. Trico Fiber complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC 512 ("Act"). As required by the Act, Trico Fiber has a policy that reserves its right to terminate Services to subscribers who repeatedly infringe copyrights. If Trico Fiber receives a notice that any Member has infringed another's copyright through the use of its system or network, Trico Fiber reserves the right to terminate Service to that Member after receiving notice of any further copyright infringement by that subscriber. Trico Fiber accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act. Notices and counter-notices related to claimed copyright infringements should be directed via email to legal@trico.coop or to the following designated agent: **Trico Electric Cooperative, Inc. 8600 W Tangerine Road Marana, Arizona 85658.**

BATTERY BACKUP REQUIREMENTS. Backup power for Services to continue to function is necessary during power outages. Trico Fiber does not offer a battery backup option, but will advise Members of 24-hour backup options when Members inquire. Members should follow the detailed instructions included with any backup battery they purchase for proper use, storage, and care of the battery to ensure it will function as needed during a power outage. Storing a battery incorrectly may shorten its useful life. Environmental factors such as

temperature may also shorten a battery's useful life; storing a battery within its advised temperature range is important.

Battery Capabilities. Backup batteries for Optical Network Terminals (ONT) would allow Services to continue during a power outage (limited to battery capabilities). Without battery backup or an alternate backup source such as a generator, Members will not be able to use Services during an outage. Voice emergency calls to 911 will not function. Home security services, medical monitoring devices, and other equipment will likely not run on a backup battery.

TROUBLESHOOTING. Contact Trico Fiber technical support 24/7 for service issues at 520-744-2944 relating to Trico Fiber's internet services. Trico Fiber may use a third-party company to provide support and technical assistance, as well as for other services. Members who are unable to resolve issues after hours may be required to wait until the following business day for service resolution.

COMPLIANCE WITH AGREEMENT. Trico Fiber reserves the right to suspend performance or terminate Services for the breach of any of the terms and conditions of this Agreement or policies related to the Services at any time for any reason.

MISCELLANEOUS. The Service Agreement, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Services. Any modification to this Service Agreement can occur anytime and be made available at www.tricofiber.coop or www.trico.coop. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

SEVERABILITY AND COUNTERPARTS. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term, provision of this Agreement, invalidate, or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transaction contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable Law. This Agreement WILL BE EXECUTED AND AGREED TO BY MEMBER CHECKING A BOX AND/OR USING THE SERVICE AND/OR OTHERWISE CONFIRMING ACCEPTANCE AND A SIGNATURE IS NOT REQUIRED. A copy of this Agreement delivered by facsimile, email, or

other means of electronic transmission will be deemed to have the same legal effect as delivery of an original of this Agreement.

GOVERNING LAW. This Agreement is governed by and construed in accordance with the internal Laws of the State of Arizona, County of Pima without giving effect to any choice or conflict of law provision or rule (whether the state of Arizona or any other jurisdiction) that would cause the application of Laws of any other.

ATTORNEY FEES. Member shall pay to Trico Fiber all attorney's fees and court costs reasonably incurred to enforce this Agreement.

RIGHT TO MODIFY. Trico Fiber reserves the right to modify the Agreement without prior notification or authorization by Member. The most recent version of the Agreement will be maintained on www.tricofiber.coop or www.trico.coop. Member's continued use of the Services confirms Member's agreement to the updated terms. Modification of the Agreement does not waive the rights of the Member under the Agreement; however, Member may terminate Services and be responsible for all incurred charges, subject to any terms of contracts that were provided as a condition of service that have not expired.

BY USING THE SERVICES, MEMBER UNDERSTANDS AND AGREES WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. FURTHER, MEMBER UNDERSTANDS THE SERVICES REQUIRE ACTIVE ELECTRIC SERVICE AT MEMBER'S LOCATION AND IF AN ELECTRICAL SERVICE OUTAGE OCCURS, THE SERVICES, INCLUDING ALL VOICE SERVICES, IF ELECTED, MAY NOT FUNCTION.

THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE RETAIN THIS AND ALL ACCOMPANYING DOCUMENTS AND STORE THEM WITH OTHER IMPORTANT PAPERS.

Acknowledgements:

By proceeding with accepting service from Trico I agree to all of the terms and conditions described herein.

I acknowledge I will be billed in advance for Services listed on my first billing statement, including prorated charges from the date of install to the generation of the first bill. Furthermore, I understand that my selection of Services will be reflected on the first bill and any discrepancies are my responsibility to notify Trico Fiber immediately to modify, change, or add Services that were requested at the time of the Service being initiated.

I acknowledge if Services are terminated, for any reason, I will return all inside and indoor Equipment to Trico Fiber within thirty days of termination. If Equipment is not returned within thirty days, I will be charged the applicable charge, plus taxes.