

**HARVESTBEAM INC.**  
**GENERAL TERMS AND CONDITIONS OF SERVICE**

In addition to these General Terms and Conditions of Service ("General Terms"), You, individually ("You" or "Subscriber"), and You, on behalf of every member of your household, current and future, every visitor to or guest in your household, and any other person who uses the Services (together with Subscriber, the "Subscriber Group"), agree to be bound by the terms of service applicable to the service(s) to which You subscribe (hereafter, "Service" or "Services"), as well as the Subscriber Privacy Notice which may each be found at [www.harvestbeam.com](http://www.harvestbeam.com), as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference. For purposes of these Terms of Service, all references to "HARVESTBEAM INC." mean HarvestBeam Inc. and any of its affiliates providing Subscriber the Services (including third parties HARVESTBEAM INC. may retain to provide the Services).

Subscriber's signature on the new service application will be obtained **prior to the date of installation of Services**, the Subscriber Group's use of Services, and/or any other form of signature or action indicating intention to enroll are evidence of Subscriber Group's agreement to these General Terms, including the service specific Terms of Service. HARVESTBEAM INC. may change its prices, fees, the Services, and/or the Terms of Service. The Subscriber Group's continued use of the Services after notice of the change shall be considered Subscriber's acknowledgement and acceptance of the changes, and the most-recent version of these Terms of Service control Subscriber's relationship with HARVESTBEAM INC. and HARVESTBEAM INC.'s provision of Services to Subscriber. The current version of the Terms of Service may be found at "[www.HarvestBeam.com](http://www.HarvestBeam.com)". Subscriber may not modify these General Terms by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document. In the event that a portion of the Services is terminated, or any aspect of it is changed, any remaining Service or replacement Service will continue to be governed by these General Terms.

**1. Subscriber Representations and Obligations.**

- a. **Use.** Subscriber represents and warrants to HARVESTBEAM INC. that: (i) Subscriber has the authority to execute, deliver and carry out these General Terms, and (ii) the Subscriber Group and any person who accesses any Services at the Service location will comply with this Services Agreement.
- b. **Electrical Power.** Subscriber shall provide all electrical power required for HARVESTBEAM INC. to provide the Service. Any backup electrical power source must be provided by Subscriber. In no event shall HARVESTBEAM INC. be responsible to provide electrical service.
- c. **No Reselling.** Subscriber shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Subscriber internal private use without the express prior consent of HARVESTBEAM INC., including without limitation, any use to

provide services for the benefit of, or on behalf of, any third party other than Subscriber Group.

- d. **No Illegal Purpose or Unauthorized Access.** Subscriber shall not use or permit third parties to use the Services, including the Equipment, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.
- e. **No Interference.** Subscriber shall not interfere with or cause technical difficulties for other subscriber's use of equipment or Services or interfere with or disrupt the HARVESTBEAM INC. network, backbone, nodes or other Services. Subscriber shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service location that interferes with the Services.
- f. **Applicable Laws.** With respect to Subscriber's use of the Service (including the transmission or use of any content via the Service), Subscriber shall comply, and shall ensure that the Subscriber Group comply, with all applicable laws and regulations in addition to these General Terms.
- g. **Acceptable Use.** Subscriber is solely responsible for (i) all use (whether or not authorized) of the Service by Subscriber, the Subscriber Group, or any unauthorized person or entity, which use shall be deemed Subscriber's use for purposes of these General Terms, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Subscriber shall not use, or allow the Services to be used, in any manner that would violate these General Terms or that would cause, or be likely to cause, HARVESTBEAM INC. to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communications Commission. For avoidance of doubt, Subscriber and HARVESTBEAM INC. agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of these General Terms.

## 2. Payment of Charges:

- a. Subscriber will be billed monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber shall pay all monthly charges and all applicable fees and taxes as listed on the HARVESTBEAM INC. monthly bill. The failure of the Subscriber to receive an invoice does not release the Subscriber from their obligation to pay charges by the due date.

- b. Subscriber shall notify HARVESTBEAM INC. of disputed charges or items in writing within thirty (30) days of invoice generation, or longer as required by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Equipment (as defined in Section 5 below) and/or imposition of a late payment or service charge up to the maximum amount permitted by law. If the Subscriber has more than one account (business and/or residential) served by HARVESTBEAM INC., all HARVESTBEAM INC.-provided Services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and HARVESTBEAM INC. may apply any funds received from Subscriber first to such delinquent account(s). Should Subscriber wish to resume a Service after any suspension, Subscriber may be subject to reconnection fees. Should Subscriber wish to resume a Service after termination of Service, HARVESTBEAM INC. may charge fees for installation, service calls and/or activation. These fees are in addition to all past due charges and other taxes and fees. In the event collection activities are required, additional collection charges may be imposed, which shall include reasonable attorney fees and costs.
- c. A minimum of \$150 will apply for service visits when HARVESTBEAM INC.'s owned equipment is not the cause of any service degradation, outage, or other problem with the Subscriber's service. If partial payment is made of any bill and without waiving its right to collect the full balance owed, HARVESTBEAM INC. will apply that payment to any outstanding charges in the amounts and proportions that it determines.
- d. Subscriber agrees and understands that by entering into the financial arrangement described herein, HARVESTBEAM INC. is not extending to the Subscriber any credit and therefore that HARVESTBEAM INC. and the Subscriber are not entering into a consumer credit or similar transaction.
- e. Subscriber agrees that HARVESTBEAM INC. may utilize a third-party payment processor for the collection of charges and other fees; Subscriber hereby authorizes the use of a third-party payment processor for that purpose.

**3. Payment by Check; Non-Sufficient Funds/Returned Items; Third Party Processing.** If Subscriber makes payment by check, Subscriber authorizes HARVESTBEAM INC. to collect such payment electronically. Subscriber may not amend or modify these General Terms with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by HARVESTBEAM INC.; any of which notations shall have no legal effect. If Subscriber's card issuer or financial institution refuses payment for insufficient funds, closed or unauthorized accounts, or any other reason, Subscriber will be charged an insufficient fund charge for each instance in which such payment is refused. Subscriber hereby authorizes

HARVESTBEAM INC. to collect any declined amount and the insufficient funds charge(s) electronically from the subject account. In addition, Subscriber's Service may be suspended and/or terminated. This fee is in addition to any charges Subscriber's financial institution may assess. If initially rejected, HARVESTBEAM INC. may make additional multiple attempts to execute the payment for up to thirty (30) days following the initial refusal. The Subscriber shall be responsible for any payment processing fees incurred when using a third party to process Subscriber's payments to HARVESTBEAM INC.

5. **HARVESTBEAM INC. Property:** All HARVESTBEAM INC. provided equipment distributed to and/or installed for use at the Subscriber's Service location(s) by or on behalf of HARVESTBEAM INC., including but not limited to antennas, modems, cabling, and power adapters, ("Equipment") remains the property of HARVESTBEAM INC. Equipment is intended to service and reside at the specific Service location and is not to be used or relocated off premises without HARVESTBEAM INC.'s authorization. IN NO EVENT SHALL THE SUBSCRIBER UNINSTALL, REMOVE, OR OTHERWISE RELOCATE THE EQUIPMENT WITHOUT THE EXPRESS PERMISSION OF HARVESTBEAM INC. Subscriber agrees to contact HARVESTBEAM INC. if the Subscriber desires to relocate any Equipment. Subscriber must arrange for the return of all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with HARVESTBEAM INC.'s then current schedule of charges for Equipment, which amount shall be due immediately. The Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.
6. **Routers:** A router is required to connect to the internet through the HARVESTBEAM INC. network. Routers will be provided to the customer for a monthly rental fee by HARVESTBEAM INC. Routers are manufactured and warranted by a third-party. HARVESTBEAM INC. installers will configure routers to connect to the HARVESTBEAM INC. network at the time of installation including setting an initial password. All routers must be password protected at all times. Customers are responsible for documenting these passwords. Customers must not reconfigure the router once it has been configured by HARVESTBEAM INC. without the permission of HARVESTBEAM INC. staff. Service calls to the customer by HARVESTBEAM INC. staff to reset routers due to lost or forgotten passwords or reconfiguring of the router WILL result in a service call charge to the customer's account. Routers will impact the speed of the internet connection within the premises. HARVESTBEAM INC.'s package speeds are based on and measured from the connection to the premise as it comes into the router. HARVESTBEAM INC. will make every effort to configure routers to work at the highest speeds possible however this is not a guarantee that the speed post router will attain the advertised package speed. All installed equipment remains the property of HarvestBeam Inc. Routers have a fixed operational life and will require firmware updates and eventual replacement. HarvestBeam is available to assist with and replace routers with a charge to the customer for time and materials.
7. **Security Deposit:** HARVESTBEAM INC. may charge a security deposit before or at the time of installing the Equipment in accordance with HARVESTBEAM INC.'s then current schedule of charges for Equipment. The security deposit shall be first applied toward any

past-due charge for service, then to any balance for damaged or non-returned Equipment, before being refunded to the Subscriber at the termination of the Service for which the Equipment is provided.

8. **Quality and Disruption of Service:** All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall HARVESTBEAM INC. be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond HARVESTBEAM INC.'s reasonable control. Subject to applicable law and at HARVESTBEAM INC.'s sole discretion, HARVESTBEAM INC. may give credit with respect to Subscriber's Service. HARVESTBEAM INC. offers residential and commercial customers their choice of a variety of broadband Internet access service tiers, each of which offers varying speeds and features that may affect the suitability of such service for real-time applications. The features, pricing and other commercial terms of our service offerings are modified from time to time and not all packages are available in all areas. Full descriptions of currently available packaging and pricing can be found at [www.HarvestBeam.com](http://www.HarvestBeam.com). HARVESTBEAM INC. provisions its Subscribers' radios and engineers its network to maximize the Subscribers' ability to receive the maximum speed levels for each tier of service. However, HARVESTBEAM INC. does not guarantee that a customer will achieve those speeds at all times. Like all other ISPs, HARVESTBEAM INC. advertises its speeds as "up to" a specific level based on the tier of service to which a customer subscribes. The "actual" speed experienced by the Subscriber may vary based on a number of factors and conditions, many of which are beyond the control of an ISP such as HARVESTBEAM INC.
9. **Equipment:** HARVESTBEAM INC. will repair and/or replace damaged or defective Equipment, if any, as long as such damage or defect was not caused by misuse or other improper operations or handling by the Subscriber. HARVESTBEAM INC. shall have the right to presume misuse or other improper operations or handling by Subscriber based on HARVESTBEAM INC. staff observations of the equipment or in the event the Subscriber requests repair or replacement more than once in any twelve (12) month period, or more than two times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. HARVESTBEAM INC. is not responsible for the maintenance or repair of Subscriber provided equipment such as HARVESTBEAM INC. connected devices, mobile devices, home telephones, computers, modems, tablets, televisions, or any other related Subscriber-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage due to negligent use or abuse or if no fault is discovered in HARVESTBEAM INC.'s system or Equipment. HARVESTBEAM INC. makes no warranties, with respect to Equipment or Service provided by HARVESTBEAM INC. or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.
10. **ALL EQUIPMENT IS PROVIDED "AS IS", AND HARVESTBEAM INC. HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND**

**FITNESS FOR A SPECIFIC PURPOSE. HARVESTBEAM INC. SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.**

HARVESTBEAM INC.'s sole obligation and the Subscriber's sole remedy with respect to any liability or damage caused by the Subscriber's use or deployment of Equipment, shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

11. **Subscriber Property:** HARVESTBEAM INC. assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber-provided equipment and/or software.
12. **Taxes/Fees:** The Subscriber agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same (including franchise fees). With respect to fees and taxes, including franchise fees, imposed by applicable government and regulatory authorities, HARVESTBEAM INC. will review the amount it collects in such fees and taxes on a quarterly and annual basis.
13. **Care of HARVESTBEAM INC. Property and Service:** Subscriber agrees that neither Subscriber nor any other person (except HARVESTBEAM INC.'s authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment; nor (B) remove or relocate any Equipment from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of Service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, HARVESTBEAM INC. shall relocate the Equipment for the Subscriber within Subscriber's home at a time mutually agreed to by HARVESTBEAM INC. and the Subscriber. The Subscriber may incur a charge for such relocation and should consult a current HARVESTBEAM INC. representative regarding the schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of HARVESTBEAM INC.'s service area, the Subscriber shall notify HARVESTBEAM INC. that these General Terms shall be terminated, and the provisions below apply to such termination.
14. **Access to Subscriber Premises:** Subscriber authorizes HARVESTBEAM INC. and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment and, upon the termination of Service, to remove the same from the premises. HARVESTBEAM INC.'s failure to remove its Equipment shall not be deemed abandonment. If the installation and maintenance of Services are requested at premises that, in HARVESTBEAM INC. 's sole

discretion, are or may become hazardous or dangerous to our employees, the public or property, HARVESTBEAM INC. may refuse to install and maintain such Service.

**15. Contact Rights:**

a. **Notices.** The Subscriber authorizes HARVESTBEAM INC. to provide notices to the Subscriber using any method HARVESTBEAM INC. determines appropriate, including by electronic means (for example, email or online posting).

b. **Consents.** HARVESTBEAM INC. may ask the Subscriber to provide other consents or authorizations, including by electronic means, email or Subscriber's equipment (for instance, using the Subscriber's remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in" to a consumer study), and HARVESTBEAM INC. is entitled to assume that any consent or authorization HARVESTBEAM INC. receives through the Services or from the Subscriber's location has been authorized by the Subscriber.

c. **Email Address for Notice.** Upon HARVESTBEAM INC.'s request, the Subscriber will provide HARVESTBEAM INC. with a current email address and cell phone number that the Subscriber regularly checks so that HARVESTBEAM INC. may provide notices and communications to the Subscriber at that address or cell phone number. HARVESTBEAM INC.'s right to contact the Subscriber as described in this Section survives the termination of these Terms of Service.

16. **Secure Connection Requirements.** Without abrogating or otherwise limiting the Subscriber's separate obligations to secure the Subscriber's account and equipment under the Terms of Service, HARVESTBEAM INC. shall have the right to implement reasonable measures necessary to track, manage, and/or ensure the security of the connection between any device or application used by the Subscriber, members of the Subscriber's household, the Subscriber's guests, or any third parties and HARVESTBEAM INC.'s Equipment, system, or other network facilities (whether by physical, Wi-Fi, wireless, software, or other means of connection), including without limitation authentication, access security, or other processes and means.

17. **Assignment or Transfer:** These General Terms and the Services and/or Equipment supplied by HARVESTBEAM INC. are not assignable or otherwise transferable by the Subscriber, without specific written authorization from HARVESTBEAM INC.

**18. Termination and Expiration:**

a. **Termination by Subscriber:** Unless otherwise terminated, these General Terms shall automatically renew on a month-to-month basis. The Subscriber acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring Service,

Subscribers must contact HARVESTBEAM INC. at the contact information then displayed at [www.harvestbeam.com](http://www.harvestbeam.com).

- b. **Termination for Bankruptcy:** HARVESTBEAM INC. shall have the right to terminate these General Terms immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.
  
- c. **Termination for Breach:** In the event of any breach of these General Terms by the Subscriber, the failure of the Subscriber to abide by the rates, rules and regulations of HARVESTBEAM INC., the failure of the Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using any Service, these General Terms may, at HARVESTBEAM INC.'s option, be terminated and the Equipment removed. Failure of HARVESTBEAM INC. to remove such Equipment shall not be deemed abandonment. Subscriber shall pay reasonable collection costs, including attorney fees, to HARVESTBEAM INC. in the event that HARVESTBEAM INC. shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under these General Terms. HARVESTBEAM INC. may terminate these General Terms or HARVESTBEAM INC. may reject an application or block access to or use of any component of any Service for any reason including, but not limited to, if:
  - i. The Subscriber violated these General Terms as to this or another HARVESTBEAM INC. account;
  - ii. The information required in the application process is or becomes incorrect, absent or incomplete;
  - iii. The Subscriber threatened or harassed any HARVESTBEAM INC. employee, agent, contractor or representative;
  - iv. Subscriber's credit card issuer refuses a charge or any other payment method fails to compensate HARVESTBEAM INC.;
  - v. There is a violation of the Terms of Service or other agreements with respect to any Service, as determined in the sole discretion of HARVESTBEAM INC.; or
  - vi. The amount of technical support required to be provided to the Subscriber is excessive as determined in the sole discretion of HARVESTBEAM INC. The Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), HARVESTBEAM INC. shall have no liability to the Subscriber.

**19. Obligations Upon Termination:** The Subscriber agrees that upon termination of these General Terms:

- a. Subject to 18a, the Subscriber will pay HARVESTBEAM INC. in full for the Subscriber's use of the Equipment and the Services, as applicable, up to the later of the effective date of termination of these General Terms, the date on which the Service



has been disconnected, or the date on which the Equipment is removed by HARVESTBEAM INC. The Subscriber agrees to pay HARVESTBEAM INC. on a pro-rated basis for any use by the Subscriber of any Service for a part of a month;

- b. The Subscriber will not uninstall, remove, or relocate any Equipment without the express consent of HARVESTBEAM INC. The Subscriber agrees to contact HARVESTBEAM INC. if Subscriber desires to relocate any Equipment.
- c. The Subscriber will promptly contact HARVESTBEAM INC. to arrange for the return of all Equipment which shall be removed only by HARVESTBEAM INC. In the event that
  - i. The Subscriber fails to contact HARVESTBEAM INC. for the removal and return of Equipment within ten (10) days of the termination of these General Terms in addition to Equipment charges set forth above, the Subscriber shall be liable to HARVESTBEAM INC. in accordance with HARVESTBEAM INC.'s then current schedule of charges for non-returned Equipment.

**20. Renewal after Cancellation or Termination:** The Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Service, the Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.

**21. HARVESTBEAM INC.'s Right to Pursue Remedies and Subscriber's Indemnification Obligations.** If the Subscriber breaches these General Terms, HARVESTBEAM INC. has the right to seek compensation from the Subscriber for such breach through an order requiring you to do or refrain from doing something, in court. Additionally, if any person or entity brings a claim against HARVESTBEAM INC. that arises out of the Subscriber's relationship with HARVESTBEAM INC., the Services provided to the Subscriber, the General Terms, or the Subscriber's breach or failure to comply, the Subscriber will indemnify, defend (at HARVESTBEAM INC.'s exclusive election), and release HARVESTBEAM INC. from any liability and reimburse HARVESTBEAM INC. for any losses that HARVESTBEAM INC. may incur, including reasonable attorneys' fees and costs, as a result of such claim. The Subscriber's responsibilities under this Section cover any dispute, whether arising under contract, tort (for example, a negligence or product liability claim), violation of law or regulation or any other legal theory.

**22. Content and Services:** All Services are subject to change in accordance with applicable law.

**23. Rates:** All rates are subject to change in accordance with applicable law.

**24. Late Fee:** If the Subscriber's account is 15 days past due, all Services may be immediately

suspended. Services will be restored upon payment in full, plus a late fee at HARVESTBEAM INC.'s then current rate. If the Subscriber's account thereafter remains unpaid for 30 days, Subscriber's Services may be terminated as set forth in Section 18. Subscriber can avoid incurring late fees by paying the Subscriber's monthly bill promptly. Any late fees assessed are not considered interest credit service charges, finance charges or penalties. HARVESTBEAM INC. expects that the Subscriber will pay for Services on a timely basis, and HARVESTBEAM INC. does not extend credit to customers.

25. **Disclaimer:** HARVESTBEAM INC. assumes no liability for any program, services, content or information distributed on or through the Services and HARVESTBEAM INC. expressly disclaims any responsibility or liability for the Subscriber's use thereof. Further, HARVESTBEAM INC. shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services. HARVESTBEAM INC. assumes no liability for the maintenance of any computer system connected to or using the Services. The Subscriber agrees to be responsible for the maintenance and security of the Subscriber's own computers and devices using the Service.
26. **Right to Make Credit Inquiries:** The Subscriber authorizes HARVESTBEAM INC. to make inquiries and to receive information about the Subscriber's credit experiences, including the Subscriber's credit report, from others, to enter this information in the Subscriber's file, and to disclose this information concerning the Subscriber to appropriate third parties for reasonable business purposes.
27. **HARVESTBEAM INC. 's Reservation of Rights:** HARVESTBEAM INC. reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, HARVESTBEAM INC. will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and HARVESTBEAM INC. will provide any prior notice of suspension or termination that is required by law.
28. **Indemnification.** In requesting and accepting HARVESTBEAM INC. Services, the Subscriber agrees to defend, indemnify, and hold HARVESTBEAM INC., including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, "HARVESTBEAM INC. Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses (including without limitation reasonable attorney or witness fees), loss, damages to, or destruction of personal, real, or intellectual property, bodily injury or death of any person, and other liabilities arising from:
  - a. The installation, operation, provision, or other use of HARVESTBEAM INC.'s Services and/or Equipment;
  - b. Any violation of HARVESTBEAM INC.'s Terms of Service, Acceptable Use Policy, or other published policies or requirements;

- c. The negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law by (i) the Subscriber, (ii) members of the Subscriber's household, or (iii) the Subscriber's guests, or (iv) any other person using the Services provided to the Subscriber;
- d. Libel or slander resulting from any use of the Services by (i) the Subscriber, (ii) members of the Subscriber's household, (iii) the Subscriber's guests, or (iv) any other person using the Services provided to the Subscriber;
- e. Infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) the Subscriber, (ii) members of the Subscriber's household, (iii) the Subscriber's guests, or (iv) any other person using the Services provided to the Subscriber, including that effected through combination of the Subscriber's use of the respective Service(s) with facilities, equipment, or services provided or used by the Subscriber or obtained from third parties;
- f. Any unauthorized, unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and
- g. The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the HARVESTBEAM INC. Indemnitees. The Subscriber agrees that HARVESTBEAM INC. Indemnitees are not liable for any damages or liability resulting from the loss of Services (whether Internet, Cable, Voice, or other Services), nor will the Subscriber make any claims or undertake any actions against HARVESTBEAM INC. Indemnitees for the loss of Service. The Subscriber shall be solely responsible for any damage to or loss of HARVESTBEAM INC. Equipment, unless such damage or loss is caused solely by the negligence or willful misconduct of HARVESTBEAM INC. Indemnitees.

**29. LIMITATION OF LIABILITY.** THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS AND NEGLIGENCE OF HARVESTBEAM INC. AND ITS THIRD PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES). UNDER NO CIRCUMSTANCES SHALL HARVESTBEAM INC. BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD-PARTY SERVICE PROVIDERS, AGENTS OR SUBCONTRACTORS OF HARVESTBEAM INC., 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. HARVESTBEAM INC. 'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY HARVESTBEAM INC. OF ANY OBLIGATION HARVESTBEAM INC. MAY HAVE

UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY HARVESTBEAM INC..IN NO EVENT SHALL HARVESTBEAM INC.'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THESE GENERAL TERMS EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST HARVESTBEAM INC. THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE GENERAL TERMS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE GENERAL TERMS.

30. **Privacy Policy.** HARVESTBEAM INC. will provide the Subscriber with a copy of its customer privacy policy at the time HARVESTBEAM INC. provides Service to the Subscriber, and annually afterwards, or as otherwise required by law. The Subscriber can view the most current version of our privacy notice which is included below. The Subscriber assumes sole responsibility for all privacy, security and other risks associated with providing personally identifiable information to third parties via the Service. To the extent that HARVESTBEAM INC. is expressly required to do so by applicable law, HARVESTBEAM INC. will provide notice to the Subscriber of a breach of the security of certain personally identifiable information about the Subscriber. The Subscriber agrees that HARVESTBEAM INC. may collect and disclose information concerning the Subscriber and the Subscriber's use of Service in the manner and for the purposes set forth herein and in HARVESTBEAM INC.'s privacy policy. In order to protect the privacy of the Subscriber's account information, HARVESTBEAM INC. may require that the Subscriber use a security code or other method, in addition to the username and password, to confirm the Subscriber's identity when requesting or otherwise accessing account information or making changes to the Subscriber's Service through HARVESTBEAM INC.'s customer service representatives. The Subscriber may also choose to designate an authorized user of the Subscriber's account (an "Authorized User"), who will be able to access the Subscriber's account information and make changes to the Subscriber's account. Once established, an Authorized User may be required to authenticate his/her identity in the same manner according to HARVESTBEAM INC. 's policies.
31. **SUBSCRIBER HAS ONE YEAR TO BRING A CLAIM AGAINST HARVESTBEAM INC.** The Subscriber must bring any claim against HARVESTBEAM INC. within one (1) year after the date on which the claim arose or, unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If the Subscriber does not bring a claim within this period, the Subscriber waives, to the fullest extent permitted by law, all rights the Subscriber has to such claim and HARVESTBEAM INC. will have no liability with respect to such claim. This Section shall survive the termination of these General Terms.

32. **Force Majeure:** HARVESTBEAM INC. shall not be liable for any failure of performance or equipment of any kind (including HARVESTBEAM INC. Equipment) due to causes beyond its control, including but not limited to: acts of God, fire, flood, hurricanes, tornadoes or other catastrophes; loss of electrical power; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over HARVESTBEAM INC., or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, pandemics, work stoppages, or other labor difficulties.
33. **Survival of Terms.** In addition to the terms that are specifically noted in these General Terms as surviving termination of these General Terms, all representations, warranties, indemnifications, and limitations of liability shall survive these General Terms. HARVESTBEAM INC.'s right to contact the Subscriber shall also survive these General Terms unless the Subscriber opts out in the manner described in these General Terms. All other obligations of the Subscriber and HARVESTBEAM INC. under these General Terms also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.
34. **Entire Agreement:** These General Terms (including the Terms of Service incorporated herein by reference) constitute the entire agreement between the Subscriber and HARVESTBEAM INC. No undertaking, representation or warranty made by an agent or representative of HARVESTBEAM INC. in connection with the sale, installation, maintenance or removal of HARVESTBEAM INC. 's Services or Equipment shall be binding on HARVESTBEAM INC. except as expressly included herein. Subscriber agrees that, if any portion of these General Terms is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If HARVESTBEAM INC. fails to insist upon or enforce strict performance of any provision of these General Terms, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these General Terms.

## **HarvestBeam Inc's Privacy Policy Statement:**

HARVESTBEAM INC. takes the privacy and security of its Subscriber's personal information very seriously and is committed to making sure such information provided to HARVESTBEAM INC. is protected at all times. Subscriber privacy is central to the customer service mission of HARVESTBEAM INC. Therefore, we will comply with the United States — European Union ("EU") Safe Harbor Framework as well as the United States — Switzerland Safe Harbor Framework as laid out by the United States Department of Commerce.

HARVESTBEAM INC. utilizes information provided by its Subscribers on service enrollment forms. This information includes the Subscriber's name, addresses, email address, phone numbers and financial information such as the Subscriber's financial institution and credit card accounts. This information is used for billing and other Subscriber notification activities and requirements.

HARVESTBEAM INC also collects the IP addresses of its Subscriber's to manage and track broadband usage trends across the HARVESTBEAM Inc. broadband network. Demographic information such as Subscriber locations will also be collected to help HARVESTBEAM INC. improve the overall user experience of its Subscribers. HARVESTBEAM INC. may also conduct customer satisfaction surveys that will require Subscriber's to provide certain demographic information.

HARVESTBEAM INC. will inform its Subscribers of any disclosure of their personal information to a third party and will provide Subscribers with the option to opt out of any disclosure of their personal information for anything other than its original intent.

HARVESTBEAM INC. will also provide its Subscribers with reasonable access, as required by law, to their personal information in order to confirm that it is correct or to amend or delete inaccurate information. If a Subscriber needs to correct, update, or remove personal information provided to HARVESTBEAM INC., they should email us at [info@harvestbeam.com](mailto:info@harvestbeam.com)

HARVESTBEAM INC. reserves the right to update this privacy policy and will provide the necessary notification to its Subscribers when such updates occur. If you have questions or comments about this privacy policy, please email us at [info@harvestbeam.com](mailto:info@harvestbeam.com).