

## COIX GENERAL TERMS AND CONDITIONS

These General Terms and Conditions governs fiber optic communication services ("Services") provided through the Central Oregon Internet Exchange ("COIX") to you ("Member") and together with the Service Order and regulations referenced therein constitute the agreement between the parties (the "Agreement"). By using the Services, Member understands, acknowledges, and agrees to be bound by these terms and conditions and all documents incorporated or referenced herein, as each may be amended from time to time. Current versions of these documents may be viewed at any time online at <https://centraloregonix.org>. If you do not agree to these terms and conditions, do not use the Services.

1. **MEMBER ELIGIBILITY.** All members must comply with the requirements set out on the COIX website at <https://centraloregonix.org> to request Services. COIX reserves the right to deny membership to any entity who COIX, in its sole discretion, determines is incompatible with the mission and purposes of the organization as a non-profit entity. In addition, COIX may decline to accept a request for Services or terminate Services upon notice to Member because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, or (b) any other cause beyond COIX's control.
2. **SUBSCRIPTION AND PAYMENT TERMS.** Member agrees to pay yearly charges in advance, as set forth in the Service Order, including all applicable taxes and fees. Member agrees to pay for all Services provided by COIX.
3. **LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Member shall make all payments to COIX when due. Member understands that COIX may issue an administrative late fee ("Late Fee") for yearly charges not paid by stated due date. COIX does not extend credit to Members and the Late Fee is not interest, a credit service charge, or a finance charge. If Service is disconnected, COIX may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fee, before service is restored. If Member's payment is returned for insufficient funds, COIX may impose a service charge.
4. **RESTRICTIONS ON USE OF NETWORK AND SERVICES.** Member is solely responsible for: (i) all use (whether or not authorized) of the Service by Member, any end user or any unauthorized person or entity, which use shall be deemed Member's use for purposes of this Agreement, (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. Member shall not resell or redistribute (whether for a fee or otherwise) access to the Services or system capacity, or any part thereof, in any manner other than for Member's internal business without the express prior consent of COIX, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Member or its end users.
5. **TERMINATION OF SERVICE BY MEMBER.** Members may terminate the Services by giving 30 days notice to COIX. Members are liable for all Services rendered by COIX up to the time the account has been deactivated.
6. **TERMINATION OF SERVICE BY COIX.** COIX will not give Member prior notice of disconnection of Services for nonpayment. If Member's bill is not paid, COIX may disconnect the Services. Upon termination for any reason, COIX may charge additional fees on any unpaid balance.

7. CHANGES IN SERVICE/CHARGES. COIX may change or eliminate Services and charges. COIX will give Member 30 days' notice of increases or other changes in charges, or of changes to or elimination of Services in conformity with applicable law.

8. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE. The Services shall only be provided at the address where COIX completes installation. Account holder may not transfer Member's rights or obligation to the Services to any successor tenant or occupant or to any other address.

9. AVAILABILITY OF SERVICE AND REPAIRS. COIX will make reasonable efforts to maintain its system and respond to service calls in a timely manner. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond COIX's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Member, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by COIX to perform its obligations under this Agreement and COIX will have no liability for such interruptions.

10. PLANNED DOWNTIME. The period between 12:00 a.m. and 6:00 a.m., Monday through Friday is designated as the period during which the network may, from time to time, be taken offline for upgrades or repairs without prior notification to Members.

11. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES. SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COIX DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

a. Limitation of Liability: COIX (and its Affiliates, Employees, Officers, Directors and Agents) 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 COIX or relating to any services furnished, whether such claim is based on breach of warranty, contract, or tort including negligence, or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.

b. Member Exclusive Remedy: COIX's entire liability and Member's exclusive remedy with respect to the use of the Services (including without limitation with respect to the installation, delay, provision, termination, maintenance, repair, interruption, or restoration of any such Services) or any breach by COIX of any obligation COIX may have under these Terms and Conditions whether in an action for or arising out of breach of contract, tort (including negligence), indemnity or strict liability, shall be Member's ability to terminate the Service. In no event shall COIX's liability to Member for any claim arising out of this Agreement exceed the amount paid by the Member during the preceding 30-day period.

c. The provisions of this Section constitute an allocation of risk between the parties and the price charged to the Member is based on such allocation of risk. The terms of this Section shall survive the termination of this Agreement for any reason.

12. MEMBER INDEMNIFICATION. MEMBER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COIX AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE COIX FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY COIX IN CONNECTION WITH ANY CLAIMS,

SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) MEMBER USE OF THE SERVICES; (ii) 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 (iii) MEMBER BREACH OF ANY PROVISION OF THIS AGREEMENT.

13. SERVICE INTERRUPTIONS. COIX assumes no liability for interruption of Service due to a planned downtime or circumstances beyond its control, including, without limitation, acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, breakdown of communication facilities, web host, or internet service provider, natural disaster, fire, explosion, civil disturbance, strike, or weather.

14.COMPLIANCE WITH AGREEMENT. COIX reserves the right to suspend performance or terminate Service for the breach of this Agreement.

15.NOTICES. All notices and communications under the Agreement shall be in writing and shall be given as follows: If to Member, notices shall be given by i) personal delivery, recognized national overnight courier service or registered/certified mail at the billing address of record or ii) email to the Member email address of record. If to COIX, notices shall be given by personal delivery, recognized overnight courier service or registered/certified mail at the following address: 207 SW Columbia St. Bend, OR 97702

16.MISCELLANEOUS. The 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 Agreement shall be in writing signed by authorized representatives of both Parties. 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. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Oregon.