



Reach Fiber Network, LLC
PO BOX 609
ARIEL, WA 98603
(855) – 596-2705

FIBER INTERNET SERVICE CUSTOMER AGREEMENT

This Customer Agreement, including any applicable addenda to this Customer Agreement (collectively, the “Agreement”) describes the terms and conditions between you and Reach Fiber Network, LLC (“Reach Fiber Network,” “Us” or “We”) applicable to Reach Fiber Network’s Internet access services, which includes the RFN Fiber Internet services, Reach Fiber Network’s email service (the “Internet Service(s)”), voice over Internet protocol service (“Voice”), may also be individually referred to as the “Service” or collectively referred to as the “Services”). Please note that if you receive your bill for your Service from a third party, the terms of any customer agreement with that third party and their contact information will be different than provided in this Agreement. Please read this Agreement carefully since it contains important contract rights and obligations between you and Reach Fiber Network, LLC, as well as important limitations on those rights. If you would like to contact us, you may call 1-855-596-2705 or write to: Reach Fiber Network, LLC, P.O. Box 609, Ariel, WA 98603 - Attention: Customer Care.

Term and Renewal The term of this Agreement commences on the date your Internet Service is activated and continues for either (i) the duration of the applicable month-to-month Service Term or Renewal Service Term; or (ii) until terminated by you or Reach Fiber Network. This agreement will automatically renew on a month-to-month basis, unless you terminate this agreement.

Equipment New Internet Service customers must purchase the equipment provided by Reach Fiber Network consisting of a ONT/modem (“Equipment”) in order to receive the Internet Service. Only a Reach Fiber Network-authorized installer may install the ONT/modem at your residence if you are a new customer. Existing customers may self-install an upgraded modem.

Payment Authorization You authorize Reach Fiber Network to charge your credit card or debit card (“Card Payment”), or initiate an electronic funds transfer out of your bank account (“EFT Payment”) for payment of all or any portion of your Service fees, the Termination Fee, if applicable (and/or any other applicable termination fee) and any other amounts payable under this Agreement, until such amounts are paid in full, unless you live in a state where Reach Fiber Network is required under applicable law to accept another method of payment or Reach Fiber Network has agreed to accept another method of payment from you.

Limitations The Internet Service is available at locations within the RFN Coverage Map. You acknowledge all download and upload Internet Service speeds are “up to,” are not guaranteed and can vary.

System Requirements It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment (including, without limitation, a wireless router if you intend to use the Internet Service on multiple devices and are not receiving a Reach Fiber Wi-Fi 6 ONT or Reach Fiber Network Wi-Fi 6 Gateway modem, or another other device that provides for wireless connectivity) required to access the Internet Service.

Hibernation Plan (formerly the Vacation/Seasonal Suspend Plan). If you have an eligible Internet Service plan and you have received and paid for the Internet Service for at least 30 days, you may convert your Internet Service plan to the “Hibernation Plan.” You must receive the Hibernation Plan



for a minimum of 60 days. You may not receive the Hibernation Plan for more than 180 days in any 12-month period. The monthly Internet Service fee for the Hibernation Plan will be as stated by us at the time that you convert to the Hibernation Plan. Your monthly Internet Service fee for the billing periods in which you switch into and out of the Hibernation Plan will be pro-rated to reflect the difference between the monthly Internet Service fee for your Internet Service Plan and the Hibernation Plan. Service calls are not available while you are on the Hibernation Plan. If you have been on the Hibernation Plan for 180 or more days in a 12-month period and have not called us to resume regular Internet Service plan, we will automatically restore your Internet Service to the lowest priced Internet Service plan currently available in your area. If you receive Voice, it will remain fully available while you are on the Hibernation Plan and it will be charged at its usual monthly rate

Price Lock Guarantee Our price-lock guarantee applies only to the base monthly Internet Service subscription plan. The price-lock guarantee requires that your account remain in good standing and may terminate with certain account changes. If you purchased your Service before September 1, 2024, (Lewis County PUD Customers Only - Your Service plan included a price-lock guarantee, the price-lock guarantee runs for 24 consecutive months from the date of account activate.)

Card and EFT Payment Authorization You agree that Reach Fiber Network will bill your monthly Service fee and lease fee (if applicable) and one time charges in advance and will bill other fees in arrears such as fees, for your receipt of certain support services when you contact us, for toll calls and for your receipt of Premier Tech Support, and in all cases will automatically collect these fees through either a Card Payment or EFT Payment. By signing this Agreement and receiving the Service, you authorize automatic Card Payments or EFT Payments by Reach Fiber Network. You agree that the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. Each time you provide Reach Fiber Network with an EFT Payment, you consent to Reach Fiber Network verifying with a consumer reporting agency or other third party that the bank account you have provided is valid, available and acceptable to Reach Fiber Network for electronic payments on your billing account. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number) and contact email address. Changes to such information may be made by calling Reach Fiber Network Customer Care at 1-855-596-2705. If you fail to provide us with any of the foregoing information, you agree that Reach Fiber network may continue charging you for any Service provided under your account. Your card issuer may also contact Reach Fiber Network and notify Reach Fiber Network of changes to your billing account, and you hereby authorize Reach Fiber Network to update your billing account based upon such notice. In addition to administrative fees that you may owe, if we are unable to process your Card Payment or EFT Payment at any time and we do not receive electronic payment from you by the due date, your account may be immediately suspended and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before your next statement is issued, your account may be terminated and you may owe us the Termination Fee, if applicable, and/or any other applicable termination fee. Your card issuer agreement governs use of your credit or debit



card in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that Reach Fiber Network will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

Billing Errors, Partial Payments and Collections If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact us at 1-855-596-2705. You must contact us within 60 days of receiving the statement on which the error or problem appeared. We will make a statement available to you for each billing cycle showing payments, credits, purchases and other charges. We will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding amount. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we may, but are not required to, accept them, without waiving any of our rights to collect all amounts owed by you under this Agreement. If we choose to use a collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.

Reactivation To reactivate suspended Service, you must bring your account current through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed one year of monthly fees. Any amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

Modification of the Service We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including, without limitation, surcharges, access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right in our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content that we or one of our vendors provide to you in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, posting a notice on one or more of the Reach Fiber Network websites or other electronic notice. If you do not agree to the identified changes, then you must cancel your subscription and stop using the Service prior to the effective date of the changes. Your use of the Service after the effective date of the changes constitutes your acceptance of the changes. In addition, we may take any action consistent with our Acceptable Use, Data Allowance, Bandwidth Usage and Unlimited Data Policies, Reach Fiber Network Shield Application End User Terms and Conditions Agreement, and Email End User License Agreement, including, without limitation, actions to (a) prevent unsolicited bulk e-mailing from entering or leaving any e-mail



account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to Reach Fiber Network or its customers, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption

Termination or Suspension by Reach Fiber Network We reserve the right in our sole discretion to terminate your Service and this Agreement or suspend your Service at any time (with or without notice), in whole or in part. If we terminate or suspend your Service because you have or a user of your account has breached this Agreement or violated a law, then notwithstanding the termination or suspension of your Service, you will remain responsible for all payment and other obligations under this Agreement, including, without limitation, the obligation to pay all charges that may be due as a result of or in connection with such termination or suspension. In these instances, you are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive the Service and Reach Fiber Network will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended.

Prohibition on Resale Reselling the Service or otherwise making the Service available to anyone outside your residence (e.g., via wi-fi or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, is prohibited. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an internet service provider or for any business enterprise or purpose, or as an end-point on a non-Reach Fiber local area network or wide area network, unless specifically authorized in writing by Reach Fiber Network. Other prohibited activities include connecting multiple computers behind the ONT/modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of the Acceptable Use Policy or any other Reach Fiber Network policy or plan, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises. You may not connect the Equipment to any computer outside of your residence.

Security You agree to take reasonable measures to protect the security of any devices you connect to the internet through the Service, including, without limitation, maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your devices from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer or an internet connected device becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, Reach Fiber Network may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. Although Reach Fiber Network has no obligation to monitor the Services or its network, Reach Fiber Network and its authorized suppliers reserve the right to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, identify violations of this Agreement, or protect the Reach Fiber Network's network, the Services and other users of the Services. In all



cases, you are solely responsible for the security of any device you choose to connect to the Service, including, without limitation, the security of any data stored or shared on such device(s).

Responsibility of Customer You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your login and password. You are considered the registered recipient of the Service(s), and you will be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time that we receive your notice of termination, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may terminate your Service. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify Reach Fiber Network Customer Care Center immediately, or else you will be liable for payment for unauthorized use of the Service or Equipment.

Equipment If you purchased your Equipment, the terms of sale applicable to the Equipment are governed by your purchase agreement or other documents evidencing such sale and, if applicable, Reach Fiber Network's limited warranty and service plan, if any.

Applicability and Exceptions The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Reach Fiber Network or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited. In addition, these exclusions and limitations do not apply to your purchase of your Equipment, which is governed by your purchase agreement or other documents evidencing such sale and if applicable, Reach Fiber Network's limited warranty and service plan, if any.

Service Interruptions Service may be interrupted from time to time for a variety of reasons, including, without limitation, weather conditions at your home or at your assigned gateway location. Weather conditions at your assigned gateway may be different than the weather at your home. We are not responsible for any interruptions of the Service that occur due to acts of God (including, without limitation, weather), power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

Indemnity You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to any and all uses of your account. This includes, without limitation, responsibility for all consequences of your violation of this Agreement (or a violation by any user of your account) or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.



Assignment of Account We may sell, assign, pledge or transfer this Agreement (including any addendum to this Agreement), your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your billing statement.

Call Monitoring and Recording For quality assurance, Reach Fiber Network records and/or monitors telephone calls and online chat sessions between its customers and Reach Fiber Network agents, employees and/or its affiliates regarding the Services. By using the Service, you (and anyone calling or otherwise contacting Reach Fiber Network with regard to your account) consent to any and all call and online chat session recording and monitoring performed by Reach Fiber Network or its agents, employees and/or its affiliates.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER REACH FIBER NETWORK NOR ANY OF REACH FIBER NETWORK'S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF (I) USE OF THE SERVICE, (II) INABILITY TO USE THE SERVICE, (III) ANY ANCILLARY PRODUCTS OR SERVICES PROVIDED OR SOLD TO YOU, OR (IV) ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT REACH FIBER NETWORK'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF REACH FIBER NETWORK'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO REACH FIBER NETWORK BY YOU FOR THE APPLICABLE SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE

OCCURRENCE OF ANY ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH ERROR, DEFECT OR FAILURE, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

THIS DOCUMENT IS SUBJECT TO CHANGE AT ANY TIME