



SEA RANCH CONNECT RESIDENTIAL INTERNET INSTALLATION AND SERVICE AGREEMENT

PO Box 16
975 Annapolis Rd
Sea Ranch, CA 95497

This Residential Internet Installation and Service Agreement (“Agreement”) is entered into by and between the customer identified at the end of this Agreement (“Customer”), and The Sea Ranch Association, a California Nonprofit Corporation and Common Interest Development, located at 975 Annapolis Rd, Sea Ranch, CA 95497 (“TSRA”). Services provided to Customer by TSRA’s Sea Ranch ConnectSM shall include installation and operation of a high-speed fiber-optic internet connection, and optional telephone service (“Services”), at Customer’s identified Sea Ranch property (“Property”), as more particularly described below. TSRA may offer Customer additional optional services in the future.

In consideration of their mutual promises and performances, Customer and TSRA, including their heirs, successors, and assigns, hereby agree as follows:

1. Residential Customer’s Agreements:

Customer hereby accepts and agrees to the following:

- A. Customer has read and accepts all Sea Ranch Connect Terms of Service, as described on the Sea Ranch Connect website (www.SeaRanchConnect.org), as may be amended from time to time with notice to Customer, and are incorporated herein by this reference. The Services may not be used in violation of the usage standards described on the website, and any such violations may result in suspension or termination of Services to Customer;
- B. Customer shall allow TSRA and its contractors to collect and maintain Customer’s subscriber information (including name, address, phone, email, Property information, certain technical and operational data, etc.) relevant to providing Services to the Customer, subject to the Sea Ranch Connect Privacy Policy of the Terms of Service;
- C. Customer shall allow TSRA and its contractors reasonable and ongoing access to Customer’s Sea Ranch Property to lay conduit and fiber optic cable, and install, activate, and maintain the necessary hardware on the outside and inside of Customer’s home, using appropriate equipment and practices, as more particularly described below.
- D. Customer shall use only Sea Ranch Connect-approved equipment to utilize the Services. Customer shall reimburse Sea Ranch Connect or its Contractor on a time-and-materials basis for the cost to repair and/or replace equipment in the event of customer-caused failure. Further details of policies regarding equipment are described on the Sea Ranch Connect website (www.SeaRanchConnect.org).
- E. Prior to installation, Customer shall notify TSRA of any known or suspected hazards on Customer’s Property (e.g. unmarked underground propane or diesel lines, sprinkler systems, drainage pipes) that might affect or obstruct the installation process;
- F. Customer shall register for automatic monthly payments via Electronic Funds Transfer billing, for an initial term of two years upon service activation, followed by renewable one-year terms (no payment is due until Customer’s service is activated);
- G. Customer shall pay seventy dollars (\$70) per month for uncapped internet service, plus twenty-five dollars (\$25) per month for any and each optional phone line provided as part of the Services, for the entirety of the initial two-year term, and for the entirety of any additional one-year renewal term, such prices being subject to change at the commencement of each new term. Taxes and third party charges, if any, are not included in the above prices and will be charged to Customer;
- H. Customer is solely responsible for any costs, labor, and equipment associated with the set-up and proper operation of Customer’s individual personal telecommunications devices NOT required by the Services (i.e. the installation and operation of the fiber-optic conduit, cable and Gateway technology described below); and
- I. Customer acknowledges and agrees that some or all of the Services provided by Sea Ranch Connect under this Agreement will be delivered by one or more third party contractors (“Contractor”), who will operate and manage the Sea Ranch Connect network and the associated Services provided to Customer.

2. TSRA’s Agreements:

TSRA hereby agrees to the following:

The installation and activation of the system on Customer’s property will occur in three phases:

A. Phase One Conduit Installation: Phase One includes the installation of a three-quarter inch conduit (HDPE pipe) on Customer’s property. This conduit will encase the fiber-optic cable, which will be installed at a later date. The conduit will be installed by mechanical means at a depth of approximately eighteen inches. The conduit will be run from a point near the street in proximity to the Customer’s property to a point that is the closest practical location to the Customer’s residential dwelling, for subsequent connection to the structure as determined by Contractor in consultation with Customer.

- (i) There will be no charge to Customer for this installation, unless Customer requests a longer or more circuitous route;
- (ii) Sea Ranch Connect or its Contractor shall provide notice to the Customer as to the approximate date of Phase One installation, which does not require entry into Customer's dwelling or the presence of Customer unless Customer desires a customized routing of the conduit;
- (iii) Contractor shall be responsible for identifying all existing utility locates, and Customer will not be responsible for damage to utility services as a result of this installation. Utilities include services such as water, sewer or septic, electric, telephone, and cable TV. Customer will be responsible for locating, and/or for any damages to, any underground obstacles not identifiable as utilities such as diesel lines, sprinkler systems, drainage pipes, and other devices under the surface of the ground and not readily identifiable by Contractor; and
- (iv) Contractor will reasonably remediate the disruption to the soil and landscape on the Property as a result of the installation of the conduit.

B. Phase Two Fiber and Gateway Installation: Phase Two includes the installation of the fiber-optic cable through the previously installed conduit, to a point on the Customer's residential dwelling that meets the criteria for proper installation and operation of "Gateway" technology as described below.

- (i) The date of installation of the fiber optic cable to the Customer will be by mutual agreement between Customer and Contractor;
- (ii) "Gateway" technology includes a plastic connection box placed on the outside of the dwelling between two and five feet above the grade of the land, drilling a "dime" sized hole through the dwelling, and the installation of a small electronic box on the inside of the home that connects to the outside box and is close to an operational 110 Volt electrical outlet;
- (iii) The installation of the Gateway technology is without charge to Customer. However, Customer is responsible for the cost of the electronic Gateway box on the inside of the dwelling, approximately \$150.00. Payment will be billed by Sea Ranch Connect or its Contractor prior to activation of the Services; and
- (iv) Pricing for customized installation (interior work beyond the gateway installation) and additional service options, is available on the Sea Ranch Connect website (www.SeaRanchConnect.org).

C. Phase Three Testing, Activation, and Operation: Phase Three includes Contractor's testing and any further modification of the entire Sea Ranch Connect fiber-optic system, as well as assurance that "data packets" are properly delivered to Customer's Property over the network.

- (i) Sea Ranch Connect has designed the network to provide theoretical download and upload speeds of up to fifty Megabits per second (50mbps).. Customer's actual performance experienced in the home likely will be slower, depending on the devices and home network design used. Any average monthly performance above thirty-five Megabits per second (35mbps) will be considered acceptable for purposes of this Agreement.
- (ii) Customer's monthly usage will not be capped, and bandwidth will not be throttled, subject however to the Terms of Service available on the Sea Ranch Connect website (www.SeaRanchConnect.org), as amended from time to time.
- (iii) Pursuant to the Privacy Policy of Sea Ranch Connect, Customer information will not be sold or provided to third parties other than as required by law or legal process. However, Customer information that might otherwise be protected under the privacy policies of TSRA may be provided to any Sea Ranch Connect Contractor for purposes reasonably related to the delivery of the Services.

3. Payment and Ownership Change:

- A. Charges and payments are billed to and payable by Customer upon such time as the Sea Ranch Connect system is activated and operational, and "data packets" are successfully delivered to Customer over the network pursuant to the terms and conditions of this Agreement ("Activation Date").
- B. For Customer payment purposes, the initial term of this Agreement commences on the Activation Date for a two-year period. For the purposes of this agreement Activation Date is the date upon which connectivity to the Internet is established. This Agreement then automatically renews for additional one-year periods, unless a written cancellation notice is received from Customer at least 30 days prior to the expiration of the then-current term.
- C. Customer pays in advance for Services, monthly, via credit card or Electronic Funds Transfer, on the prescribed Billing Date. For all payments received more than 15 days after the Billing Date Sea Ranch Connect and/or its Contractor reserves the right to assess a \$5 late fee, plus any incurred bank charge or fee. Customer's failure to pay outstanding charges for more than 30 days after the Billing Date may result in suspension of Services, and an administrative fee for re-instatement of Services.
- D. If a Sea Ranch Connect or Contractor technician is dispatched at the request of Customer, Customer will be billed for services provided at the standard rates of Sea Ranch Connect. If Sea Ranch Connect or its Contractor determines that the problem was the responsibility of Sea Ranch Connect or an associated third party, service charges may be waived.
- E. This Agreement is personal to Customer and is not transferable. However, a new owner of Customer's Property

is presumed to assume this Agreement upon the sale or transfer of the Property, and such an assumption is without additional connection or administrative fees charged by Sea Ranch Connect, unless new hardware is installed or additional on-site labor or Services are provided. A new owner must make payment and contractual arrangements with Sea Ranch Connect to avoid interruption of Services.

4. Cautions and Liability:

- A. Emergency 911 phone service is available from Sea Ranch Connect, but is currently subject to important limitations, as described on the Sea Ranch Connect website (www.SeaRanchConnect.org).
- B. It is the sole responsibility of the Customer to back up all personal data, as Sea Ranch Connect does not.
- C. Sea Ranch Connect and its Contractor will attempt to identify and tag spam to the extent reasonably possible, but strongly recommend that Customer install additional anti-virus software on personal computers and other network-connected devices for the purpose of detection, scanning, and removal of any new or pre-existing system viruses.
- D. All Services offered pursuant to this Agreement are subject to the Terms of Service posted on Sea Ranch Connect website (www.SeaRanchConnect.org), as updated from time to time. It is Customer's responsibility to review the Terms of Service periodically to be informed of their content.
- E. TSRA and Sea Ranch Connect provide the Services "as is" and without any warranty, express, implied or statutory, unless expressly set forth in this Agreement. TSRA and Sea Ranch Connect shall not be liable under any circumstances to Customer or any third party for any incidental, special, punitive, or consequential damages of any nature whatsoever, including but not limited to lost data or lost profits or revenues, regardless of the foreseeability thereof, occasioned by the actions of Sea Ranch Connect or its Contractor(s), or their inability to perform their obligations hereunder, or arising from software or hardware malfunctions.
- F. Customer hereby agrees to indemnify and hold harmless TSRA and Contractor, their directors, officers, officials, employees, agents, committees, and volunteers from any and all liability, claims, injuries, damages, losses, suits, or demands whatsoever against any of them arising out of or in connection with the Services delivered to the Property pursuant to this Agreement and for which TSRA or its contractors are not negligent or otherwise solely responsible.

5. Service Interruptions and Termination:

- A. In the event of a Service interruption lasting for a full calendar day, Sea Ranch Connect or its Contractor will provide a credit on the Customer's account. Please refer to the Sea Ranch Connect website (www.SeaRanchConnect.org) for a complete statement of current policies on service interruption.
- B. If Customer terminates this Agreement at any time after signing and before the end of the agreed term, Customer shall be liable for full payment for the remaining term of the Agreement. Full details of the termination policy are available on the Sea Ranch Connect website (www.SeaRanchConnect.org).

6. Miscellaneous:

- A. The terms of this Agreement may not be changed, modified, amended or waived except by a written amendment signed by the parties or by changes to the Terms of Service on the Sea Ranch Connect website. Failure by one party to enforce any provision of this Agreement does not constitute or imply a waiver of that Party's right to enforce that, or any other provision, of this Agreement.
- B. In the event of any suit or other legal action arising from or relating to this Agreement, the laws of the State of California shall apply. Venue shall be in the Superior Court of Sonoma County, California. The prevailing party shall be entitled to recover all of its reasonable and necessary costs and expenses, including such sum as the Court may judge reasonable for attorney fees, including fees upon appeal of any judgment or ruling.
- C. The parties expressly intend and agree that this Agreement shall be fully executed and enforceable upon the electronic signature of Customer below.
- D. All notices required to be in writing hereunder shall be deemed given when received by a party by email, facsimile, courier service, or mail. All notices shall be directed to the signatories at the addresses below.

All notices or communications to Sea Ranch Connect shall be addressed to:

The Sea Ranch Association

ATTN: Sea Ranch Connect

notifications@searanchconnect.org

If using US mail: PO Box 16, The Sea Ranch CA 95497

If using a service such as FedEx, UPS, or DHL: 975 Annapolis Road, The Sea Ranch CA 95497