

SCHEDULE F – SUBSCRIBER AGREEMENT

LEEDS BROADBAND

SUBSCRIBER AGREEMENT

THIS SUBSCRIBER AGREEMENT (“AGREEMENT”) DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH THE TOWN OF LEEDS, D/B/A LEEDS BROADBAND (“LEEDS BROADBAND,” “WE,” “US”) WILL PROVIDE ITS BROADBAND INTERNET SERVICE TO YOU. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE.

IF YOU ARE A NEW SUBSCRIBER, YOUR ACTIVATION OF AN ACCOUNT AND RECEIPT OF THE SERVICE SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU.

IF YOU ARE AN EXISTING LEEDS BROADBAND SUBSCRIBER, YOUR CONTINUED RECEIPT OF THE SERVICE FOLLOWING RECEIPT OR PUBLICATION BY LEEDS BROADBAND ON ITS WEBSITE OF THIS AGREEMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS, AND, ACCORDINGLY, THEY WILL BE LEGALLY BINDING ON YOU.

For purposes of this Agreement, the terms “You,” “Your” and “Subscriber” refer to you, the Leeds Broadband subscriber.

Leeds Broadband will answer any questions you may have and provide you with technical and other Subscriber support through the following telephone number and email address:

[TELEPHONE NUMBER]

[EMAIL ADDRESS]

Or you may write to:

Leeds Broadband

[INSERT ADDRESS]

For general information, visit our website at [INSERT WEB ADDRESS]. Also at that address are the following documents:

- Current Subscriber Agreement
- Acceptable Use Policy
- Service Level Agreement
- Fee Schedule

1. Definitions.

- a. "Acceptable Use Policy" means the Leeds Broadband Acceptable Use Policy, including all future revisions, which is posted at <http://www.connectwithaxiom.com/service-documents>.
- b. "Axiom" means Axiom Technologies, LLC, which is the current network operator for Leeds Broadband under a Network Operating Agreement dated February 2, 2023.
- c. "Select Board" means the Town of Leeds Select Board.
- d. "Broadband Internet Service" means the services provided to the Subscriber by Leeds Broadband, including access to the high-speed fiber optic broadband network that is owned by Leeds Broadband, as well as the related installation, support and repair of the same.
- e. "Demarcation Point" means the boundary between the Leeds Broadband Equipment and the Subscriber Equipment, and will typically be the Ethernet, Wi-Fi or phone connections on the Leeds Broadband Optical Network Terminal or ONT.
- f. "Fee Schedule" means the Town of Leeds Fee Schedule that is set by the Select Board and as may be amended from time to time. The Fee Schedule is available at [INSERT WEB ADDRESS].
- g. "Leeds Broadband" means Leeds Municipal Broadband and its employees, contractors and agents. Leeds Broadband is owned and operated by the Town of Leeds for the benefit of its residents and businesses.
- h. "Leeds Broadband Equipment" means any equipment provided by Leeds Broadband to the Subscriber including, but not limited to, the Optical Network Terminal, wire, fiber optic cable, equipment boxes, any equipment attached to fiber optic cable, and any other equipment or materials provided to the Subscriber by Leeds Broadband for use in connection with the receipt of Broadband Internet Service.
- i. "Optical Network Terminal" or "ONT" means the device that is installed on or in the Subscriber's building, is necessary for the delivery of Broadband Internet Service from the high-speed fiber optic network, and is powered by the Subscriber's working electrical service and a functional 110-volt receptacle at the Premises. The ONT transforms the fiber optic Internet broadband signals to wired Ethernet connection.
- j. "Owner" means any individual(s) or entity(ies) that possess record title ownership of the Premises.

- k. "Premises" means the parcel of land and buildings owned and/or occupied by the Subscriber where Broadband Internet Service is provided, as well as any contiguous parcel(s) of land in common ownership.
- l. "Subscriber Equipment" means any equipment provided by the Subscriber and located on the Subscriber's side of the Optical Network Terminal including, but not limited to, inside wiring and outlets, powered electrical outlets, computers, tablets and other personal electronic devices, and any other equipment provided by the Subscriber for purposes of utilizing the Broadband Internet Service under this Agreement.
- m. "Taxes" means foreign, federal, State and local taxes, surcharges, other similar charges, and any other imposition that may be passed on by Leeds Broadband to the Subscriber.

2. Service Provided. The Broadband Internet Service consists of the provision of access to the high-speed fiber optic broadband network that is owned by Leeds Broadband, which services are further described in the Service Level Agreement available at <http://www.connectwithaxiom.com/service-documents> (or at an alternate site if we so notify you). This Agreement incorporates by reference any pricing included on the Leeds Broadband website and/or in the Fee Schedule. Leeds Broadband's contractors may perform some or all of Leeds Broadband's duties and obligations under this Agreement.

3. Subscriber Responsibilities.

- a. The Subscriber shall pay Axiom the monthly Subscriber Fee for the Broadband Internet Service, as set forth in Section 4(b) of this Agreement.
- b. The Subscriber shall be solely responsible for acquiring, maintaining and servicing the Subscriber Equipment, and Leeds Broadband shall have no obligation to provide, maintain, or service the Subscriber Equipment, third-party services or software. The Subscriber agrees that any Subscriber Equipment that is used in connection with the Broadband Internet Service must meet Leeds Broadband's minimum technical and other requirements and applicable electrical codes.
- c. At all times during this Agreement, the Subscriber agrees to provide and maintain, at the Subscriber's sole expense, working electrical service and a functional 110-volt receptacle located within ten (10) feet of the Optical Network Terminal at the Premises. If the Subscriber voluntarily shuts down the power at the Premises for a period of longer than a few hours, including a seasonal power shutdown, the Subscriber shall follow the Leeds Broadband guidelines, available at [INSERT WEB ADDRESS], for an extended period power shutdown and the subsequent power-up. Failure to follow these guidelines may result in an Installation Fee, as set forth in Section 4(a), when reestablishing service.
- d. The Subscriber shall comply with all other terms and conditions of this Agreement, including the terms of use set forth in Section 5.

4. Payment of Fees; Billing.

- a. **Installation Fee.** Prior to receiving Broadband Internet Service, the Subscriber shall pay the Installation Fee to Axiom. After submitting an application for installation, Axiom will provide an estimate of the Installation Fee to the Subscriber on a time and materials basis. The Installation Fee must be pre-paid, but if the installation cannot be performed by Axiom for any reason within thirty (30) days of payment of the Installation Fee, the Subscriber may request a refund of the entire payment and no service will be delivered.
- b. **Subscriber Fee.** The Subscriber agrees to pay Axiom all amounts billed for the Broadband Internet Service, including the Subscriber Fee as set forth in the Fee Schedule (available at [INSERT WEB ADDRESS]); all taxes, fees and other charges, if any, which are now or may in the future be assessed on the Broadband Internet Service received from Leeds Broadband; and any amounts that Leeds Broadband or Axiom may be required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs such as universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, and the like.
- c. **Billing.** Axiom will bill the Subscriber on a monthly basis for the Broadband Internet Service used by the Subscriber, or anyone who uses the Leeds Broadband Equipment, on a recurring basis until the Subscriber cancels the Broadband Internet Service.
- d. **Payments.** All Subscriber payments are nonrefundable, and in the event of early termination of this Agreement and cancellation of the Broadband Internet Service, the Subscriber will not be entitled to any refund of fees paid.
- e. **Late Payment.** In the event that the Subscriber fails to pay the Subscriber Fee by the invoice due date, Leeds Broadband may disconnect the Subscriber's Broadband Internet Service immediately. In order to reconnect Broadband Internet Service, the Subscriber shall pay a Reconnection Fee as set forth in the Fee Schedule. If the Broadband Internet Service has been disconnected for sixty (60) days or more, the Subscriber shall be required to order a new installation of Broadband Internet Service and pay an Installation Fee in accordance with Section 4(a) herein.

5. Use of Service.

- a. **Acceptable Use Policy.** The Subscriber agrees to abide by and accept the terms of the Leeds Broadband Acceptable Use Policy, as may be amended from time to time, and which is posted on the Leeds Broadband website at [INSERT WEB ADDRESS] and incorporated herein by reference. Any violation of the Acceptable Use Policy constitutes a breach of this Agreement and may result in the Subscriber's Broadband Internet Service being suspended or terminated. Any such violation and subsequent suspension or termination of service shall not relieve the Subscriber of the obligations set forth in this Agreement.

- b. **Scope of Use.** Leeds Broadband provides this Broadband Internet Service to the Subscriber in accordance with the specifications set forth in the Service Level Agreement (available at [INSERT WEB ADDRESS]) for typical residential or business use. Any use beyond that may be permitted subject to a separate subscriber agreement with Leeds Broadband. The Subscriber agrees that the Broadband Internet Service provided will not be utilized beyond the Premises, as defined above. The Broadband Internet Service may not be resold, shared with, or given to anyone other than those within the Premises. If Leeds Broadband determines that the Subscriber has sold, leased or otherwise given possession of the Broadband Internet Service to a third party, or is using the Broadband Internet Service in excess of the specifications set forth in the Service Level Agreement, Leeds Broadband may terminate the Broadband Internet Service immediately. The termination of Broadband Internet Service shall not prejudice Leeds Broadband's ability to exercise any other rights and remedies it may have under this Agreement.

- c. **Password Protection.** To the extent the Subscriber utilizes a wireless router or other means to furnish wireless access to the Broadband Internet Service within the Premises, the Subscriber agrees to limit such access by establishing and using a secure password or similar means for the use of the members of the Subscriber's household or guests.

- d. **No Interference.** Except for the modification of Subscriber configuration settings (*i.e.*, Wi-Fi SSID name), the Subscriber agrees not to service, alter, modify, or tamper with Leeds Broadband Equipment or with the Broadband Internet Service, or permit any other person not expressly authorized by Leeds Broadband to do so. In addition, the Subscriber agrees not to interfere with Leeds Broadband's ability to provide the Broadband Internet Service to other Subscribers.

6. Property Access.

- a. From time to time, Leeds Broadband and its authorized agents may need to enter the Premises in order to install, maintain, inspect, repair, or remove the Leeds Broadband Equipment. Accordingly, during the term of this Agreement and after its termination, the Subscriber agrees to provide Leeds Broadband and its authorized agents, upon reasonable notice, access to the Premises during regular business hours in order to install, connect, inspect, maintain, repair, replace, alter, disconnect or remove the Leeds Broadband Equipment, to install software, to conduct service theft audits, or to check for password protection of wireless access. The Subscriber agrees that Leeds Broadband and its authorized agents may have reasonable access to any Leeds Broadband Equipment located on the Premises.

- b. The Subscriber agrees that Leeds Broadband and its authorized agents may place Leeds Broadband Equipment on the Premises to facilitate the provision of Broadband Internet Service to the Subscriber and to other locations in the area. The license granted under this section shall survive the termination of this Agreement and until the Subscriber notifies Leeds Broadband in writing that such license has been revoked.

- c. Leeds Broadband and its authorized agents shall not be held liable for any damage to the Subscriber's property that occurs as a result of routine actions taken by Leeds Broadband and its authorized agents to install, maintain, inspect, repair, or remove the Leeds Broadband Equipment from the Premises, except to the extent that such damage is caused by the gross negligence or willful misconduct on the part of Leeds Broadband, its employees, contractors or agents.

7. Service and Repairs.

- a. Leeds Broadband or its authorized agents shall repair and maintain all Leeds Broadband Equipment during the term of this Agreement as described in the Service Level Agreement. The Subscriber agrees not to allow the Leeds Broadband Equipment to be serviced by anyone other than Leeds Broadband's employees, contractors or agents. None of the Leeds Broadband Equipment shall be deemed fixtures or part of the Subscriber's real property. The Subscriber shall have no right to pledge, sell, mortgage, give away or remove, relocate, alter or tamper with the Leeds Broadband Equipment at any time. Any reinstallation, return of or change in location of the Leeds Broadband Equipment must be approved by Leeds Broadband and performed by Leeds Broadband at the service rates in effect at the time of service. Upon termination of the Broadband Internet Service, the Subscriber shall contact Leeds Broadband to schedule the return of the Leeds Broadband Equipment.
- b. The Subscriber shall notify Axiom promptly of any defect in, damage to, or accident involving the Leeds Broadband Equipment. All maintenance and repair of the Leeds Broadband Equipment shall be performed by Leeds Broadband or its designees. Axiom may charge the Subscriber for any repairs that are caused by the Subscriber's misuse of the Leeds Broadband Equipment on a time and materials basis as set forth in the Fee Schedule.
- c. To optimize the performance of its network, Leeds Broadband reserves the right to interrupt service in order to maintain, alter or upgrade the Leeds Broadband Equipment and/or software from time to time. Leeds Broadband and its authorized agents will use commercially reasonable efforts to schedule these activities in a manner that results in the least amount of interference with or interruption to the Subscriber's Broadband Internet Service.

8. Term; Termination.

- a. The Subscriber's Broadband Internet Service will continue until terminated by either party under the terms of this Agreement.
- b. Leeds Broadband has the right to terminate the Agreement and cancel the Broadband Internet Service at any time without providing notice to the Subscriber if: (i) the Subscriber fails to pay the Subscriber Fee when due; (ii) Leeds Broadband determines that the Subscriber has received the Broadband Internet Service, or any part of the Broadband Internet Service, without paying for it; (iii) Leeds Broadband determines that

the Subscriber has violated the Acceptable Use Policy; or (iv) the Subscriber otherwise violates any of the terms of this Agreement.

- c. In the event that this Agreement is terminated for any reason, and the Subscriber's Broadband Internet Service is discontinued, the Subscriber shall remain responsible for payment of all outstanding balances accrued, including any applicable fees. The Subscriber understands and agrees that charges for the Broadband Internet Service, once charged to an account, are nonrefundable.

9. Disclaimer of Warranties. THE BROADBAND INTERNET SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE TOWN OF LEEDS NOR LEEDS BROADBAND, ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS WARRANT THAT THE EQUIPMENT OR SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, BE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER THE TOWN OF LEEDS NOR LEEDS BROADBAND, ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE REQUIRED BY THE APPLICABLE LAW. NO ADVICE OR INFORMATION GIVEN BY LEEDS BROADBAND OR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS WILL VARY THE TERMS OF THIS SECTION 9 OR CREATE ANY FORM OF A WARRANTY.

10. Limitation of Liability.

- a. Leeds Broadband will not be liable for any interruptions in service or liable for any delay or failure to perform, if such delay or nonperformance arises in connection with or relating to the termination of all or a portion of the Broadband Internet Service, the relocation of all or a portion of the Broadband Internet Service to different transmitter(s), a change in the features available with your equipment, any acts of God (including lightning), fires, earthquakes, floods, power or technical failure, uplink failure, theft or vandalism, acts of any governmental body, or any other cause beyond the sole control of Leeds Broadband.
- b. By accepting this Agreement, the Subscriber waives all claims against the Town of Leeds or Leeds Broadband for interference or disruption of service, or incompatibility between the Leeds Broadband Equipment or Broadband Internet Service and any other service, systems, or equipment. In the event of such interference, disruption, or incompatibility, the Subscriber's sole remedy shall be to terminate the services in accordance with Section 8(a) of this Agreement.
- c. Except as specifically provided in this Agreement, neither the Town of Leeds, nor Leeds Broadband, its affiliates, suppliers, employees, agents, or contractors shall under any circumstances or under any legal theory (including, but not limited to, tort or contract)

have any liability to the Subscriber or to any other person or entity for the following claims, losses, damages, or costs:

- i. Any special, indirect, incidental, reliance, treble, punitive, or consequential damages (including, but not limited to, loss of use, loss of business, lost or imputed profits or revenues, loss of information or data, costs of cover, interrupted service, or reliance upon the software and/or associated documentation) that result directly or indirectly from or in connection with (a) the Subscriber's reliance on or use of the Broadband Internet Service or (b) the installation, self-installation, maintenance, failure, or removal of the services (including, but not limited to, any mistakes, omissions, interruptions, computer or other hardware or software breach, failures or malfunctions, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in transmission, or failure of performance of the service, the Leeds Broadband Equipment, or the Subscriber Equipment, or any other mistakes, omissions, loss of call detail, e-mail, voicemail, or other information or data);
- ii. Any direct or actual damages to real or personal tangible property or bodily injury or death unless directly caused by the willful misconduct or gross negligence of Leeds Broadband or its affiliates, suppliers, employees, agents, or contractors. Any direct or actual damages to real or personal tangible property or bodily injury or death caused by willful misconduct or gross negligence shall be limited by subsection (i) above. However, the Town of Leeds and Leeds Broadband, its affiliates, suppliers, employees, agents, or contractors shall have no liability whatsoever for any damages or modification to or loss or destruction of any of your software, files, data, or peripherals, regardless of the cause.
- iii. Any losses, claims, damages, expenses, liabilities, legal fees, or other costs that result directly or indirectly from or in connection with any allegation, claim, suit, or other proceeding based upon a contention that the use of the Leeds Broadband Equipment or Broadband Internet Service by the Subscriber or any other person or entity infringes upon the contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property rights of any third party.

11. Indemnification. The Subscriber agrees to defend, indemnify and hold Leeds Broadband and/or the Town of Leeds, their officers, directors, employees and agents (including Axiom), harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (a) the Subscriber's access to or use of the Broadband Internet Service; (b) the Subscriber's violation of any terms of the Acceptable Use Policy; (c) the Subscriber's violation of any third party right, including without limitation any intellectual property right or any publicity, confidentiality, property or privacy right; or (d) any claim that your use of the Broadband Internet Service caused damage to any third party. The Subscriber agrees that Leeds Broadband shall not be responsible for any third-party claims that arise from the Subscriber's use of the Broadband Internet Service or Leeds Broadband Equipment. Further, the Subscriber agrees to reimburse Leeds Broadband for all costs and expenses related to the defense of any such claims.

12. Miscellaneous.

- a. **Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of immunity under the Maine Tort Claims Act, 14 M.R.S. §§ 8101-8118, by Leeds Broadband and/or the Town of Leeds.
- b. **Amendments.** Leeds Broadband may amend this Agreement at any time by posting the amended Subscriber Agreement online at [INSERT WEB ADDRESS]. By continuing to use the Broadband Internet Service, the Subscriber signifies acceptance of and assent to the terms and conditions contained in the amended Subscriber Agreement.
- c. **No Assignment.** The Subscriber agrees that the Broadband Internet Service is being provided only to the Premises as identified on the Subscriber's application for service, and that the Subscriber is not permitted to transfer or assign all or any portion of the Broadband Internet Service, or the Leeds Broadband Equipment, to any other location, including a new residence. The Subscriber agrees that it may not assign this Agreement without the prior written consent of Leeds Broadband. In the event of a sale of the Premises, the new owner may continue to use the Broadband Internet Service subject to the terms and conditions contained in this Agreement.
- d. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Maine and venue for any litigation or arbitration to resolve any dispute or disagreement related to this Agreement shall be Androscoggin County, Maine.
- e. **Force Majeure.** Leeds Broadband shall not be liable for any delay or failure in performance due to "Force Majeure," which for purposes of this Agreement shall include, without limitations, acts of God, earthquake, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics or pandemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or other occurrences which are beyond Leeds Broadband's reasonable control. The Subscriber is responsible for all Subscriber network security systems, firewalls and any other network security necessary to protect the Subscriber's data, systems or networks.

LEEDS MUNICIPAL BROADBAND

SUBSCRIBER AGREEMENT – OWNER’S RIDER

THIS OWNER’S RIDER IS A SUPPLEMENT TO THE LEEDS BROADBAND SUBSCRIBER AGREEMENT, AND MUST BE SIGNED BY THE OWNER OF THE PREMISES (HEREINAFTER, THE “OWNER”) ON THE FOLLOWING OCCASIONS: (1) THE INITIAL APPLICATION FOR BROADBAND INTERNET SERVICE; (2) RECONNECTION OF THE BROADBAND INTERNET SERVICE; OR (3) CHANGE IN OWNERSHIP OF THE PREMISES.

THE ORIGINAL OF THIS DOCUMENT WILL BE RETAINED AT THE TOWN OFFICE.

1. Owner Information

- a. Tax Map ____, Lot _____
- b. Record Owner: _____

Mailing Address: _____

- c. Contact Information (if caretaker, please specify)

2. Access to Premises. The Owner agrees to provide Leeds Broadband and its authorized agents access to the Premises during regular business hours in order to install, connect, inspect, maintain, repair, replace, alter, disconnect or remove the Leeds Broadband Equipment, to install software, to conduct service theft audits, or to check for password protection of wireless access. The Owner agrees that Leeds Broadband and its authorized agents may have reasonable access to any Leeds Broadband Equipment located on the Premises, and may enter the Premises upon termination of the Agreement for the purpose of removing the Leeds Broadband Equipment.

3. Installation Fees. The Owner shall be jointly and severally responsible, with the Subscriber, for payment of the Installation Fee in the event of an initial installation, or a re-installation if more

than sixty (60) days have passed since the Broadband Internet Service was disconnected, as set forth in Section 4(d) of the Agreement.

4. **Leeds Broadband Equipment.** In the event that the Leeds Broadband Equipment is damaged for any reason other than a Force Majeure, as defined in Section 12(e) of the Agreement, the Owner shall be responsible for payment of the cost of repairing the Leeds Broadband Equipment as determined necessary by Leeds Broadband.
5. **Usage Limited to Premises.** The Owner shall not permit the Broadband Internet Service to be utilized by any persons or entities beyond the Premises, and shall ensure that all tenants of the Premises comply with this requirement and the requirements set forth in Section 5(b) of the Agreement.
6. **Authorization.** The individual signing below represents that he/she is duly authorized by the Owner to sign this Owner's Rider on behalf of the Owner.

DATED: _____

Signature

Name:

Title: