

Mobile Beacon Minimum Terms of Service

1. **Definitions:** For purposes of these Minimum Terms of Service, the following definitions apply:

“**Customer**” and “**you**” refer to the end customer, whether an individual or an entity (such as a school), entering into a Customer Agreement with Reseller.

“**Customer Agreement**” refers to your legal agreement with Reseller relating to use of the Service, into which these Minimum Terms of Service are incorporated.

“**Equipment**” refers to the modems and other equipment required to use the Service.

“**Mobile Beacon**” means Educational Broadband Service Agency, LLC.

“**Provider**” refers to the third-party provider of the Service, as may change from time to time. The current Provider is: Sprint Spectrum, L.P (or an affiliate thereof).

“**Reseller**” refers to the Mobile Beacon reseller of the Service that is entering into your Customer Agreement with you.

“**The Service Provider Parties**” means Provider, together with its suppliers and related entities, Reseller and Mobile Beacon.

“**Service**” refers to the wireless broadband service distributed by Mobile Beacon to Reseller and resold by Reseller to you under your Customer Agreement, including any associated media or documentation.

“**Subscription Term**” A Subscription term refers to prepaid access to service and may be sold in three month, six month, and twelve month terms. Term durations may be updated from time to time by the reseller.

2. **Equipment.** You must purchase all necessary Equipment through Reseller. Rental arrangements are not permitted without Mobile Beacon’s prior written consent, nor is the use of third-party equipment. You agree not to tamper with, modify, reverse-engineer or interfere with the Equipment.
3. **Use of Service.** You may only access and use the Service for your internal, personal, non-commercial use in accordance with the Customer Agreement and applicable laws and regulations. You are responsible for all usage of your account (including any violation of the Customer Agreement) and agree to notify Reseller immediately of any unauthorized use of the account or suspected security breach. You are not granted any rights to any firmware or software under the Customer Agreement. All rights not expressly granted in these Minimum Terms of Service are reserved by Mobile Beacon or the Provider.

- a. **Permitted Users; Login and Passwords.** You are permitted to use of the Service as long as you are a recipient or beneficiary of Company's non-profit programs or services, but not thereafter. Once your status changes so that you are no longer a Permitted User, you may no longer use or access the Service. You will be required to provide new proof of eligibility annually to the reseller. If a subscription term extends beyond one year since proof was provided you will be required to provide new proof before a sale of a subscription term will be allowed.
4. **Prohibitions.** You are strictly prohibited from reselling the Service, permitting third parties to access the Service, granting any sublicense, distributing or transmitting the Service in whole or in part, or using the Service for purposes other than your own personal use. You are further prohibited from engaging in any activities with regard to the Service that would violate the AUP, including without limitation engaging in any fraudulent, unlawful, harassing, or abusive activities, using the Service in a manner that could damage any property of any other party or otherwise interfere with the Service, or violating any law, regulation, or the rights of any third party. Your use of the Service is subject to immediate suspension or termination without notice if any The Service Provider Party believes you have engaged in any prohibited activity.
5. **Service Limitations & Restrictions.**
 - a. **Availability.** The Service is not available in all locations and you will only be able to access the Service when within the operating range of the Provider's network, which may change from time to time in the sole discretion of the Provider. The Service may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Reseller's or Mobile Beacon's control. The Service and Equipment may not function in the event of a power failure or disruption, and you may be required to reset or reconfigure their modem or other hardware in order to use the Service thereafter. Reseller and Mobile Beacon have no liability with regard to any failure or lack of performance of the Service.
 - b. **Provider AUP, T&C.** Use of the Service is subject to the Provider's then-current (i) acceptable use policy (the "**Provider AUP**"), a copy of which is, as of the Effective Date, available _____ at http://www.sprint.com/legal/agreement.html?INTNAV=CMS:LGL:Acceptable_Use_Policy#acceptable) and incorporated herein by reference; and (ii) end user terms and conditions (the "**Provider T&C**"), a copy of which is, as of the Effective Date, available at <http://www.sprint.com/termsandconditions> and incorporated herein by reference.
 - c. **Usage Limits.** THE SERVICE MAY BE SUBJECT TO USAGE LIMITS ESTABLISHED BY THE PROVIDER, WHICH ARE NOT CONTROLLED BY RESELLER OR MOBILE BEACON AND ARE SUBJECT TO CHANGE. RESELLER AND MOBILE BEACON MAY NOT RECEIVE ADVANCE NOTICE OF ANY SUCH CHANGES FROM THE PROVIDER AND IN SUCH CASES WILL NOT BE ABLE TO GIVE YOU ADVANCE NOTICE THEREOF.

6. **Disclaimer of Warranties; Waiver of Liability.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER MOBILE BEACON, ITS RELATED ENTITIES, PARENT ORGANIZATION OR ITS SUPPLIERS, INCLUDING WITHOUT LIMITATION NORTH AMERICAN CATHOLIC EDUCATIONAL PROGRAMMING FOUNDATION INC (COLLECTIVELY THE “**MOBILE BEACON PARTIES**”) NOR PROVIDER MAKE NO WARRANTIES AND HEREBY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE AND THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. YOUR USE OF THE SERVICE AND EQUIPMENT IS AT YOUR OWN RISK. THE SERVICE AND EQUIPMENT ARE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS EXCEPT AS EXPRESSLY PROVIDED HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE THAT YOU HAVE NO CONTRACT WITH MOBILE BEACON AND AGREE THAT YOU WILL NOT HOLD MOBILE BEACON PARTIES LIABLE OR RESPONSIBLE IN ANY MANNER FOR ANY ASPECT OF THE SERVICE, ANY FAILURE OF THE SERVICE OR ANY RESULTS OF USING THE SERVICE, OR SEEK DAMAGES OR RELIEF AGAINST MOBILE BEACON UNDER ANY THEORY OF RECOVERY.

7. **Content and Security.** Any material that you download or access through the Services is at your own discretion and risk. The Mobile Beacon Parties nor Reseller do not control and are not responsible for any third-party websites, content, services or products that you may access or encounter during use of the Service, and the Provider reserves the right (to the extent permitted by law) to engage in reasonable network management to protect the overall integrity of the Service, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use will be determined primarily by resource consumption. For further information, please refer to the Provider AUP. You acknowledge that the Internet and wireless communications are not inherently secure means of data communication, the Mobile Beacon Parties nor Reseller shall have no liability for breaches of security caused by any means, including, without limitation, your negligence with respect to controlling access to the Service or your data. It is your sole responsibility to obtain and implement appropriate security devices, software, and other measures (including without limitation firewalls) to protect your systems and data from viruses, worms, Trojan horses, or other security threats, and the Mobile Beacon Parties have no responsibility or liability with regard thereto.

8. **Support Services.** Reseller is responsible for handling all billing, payment, collection, dispute and administrative matters related to your account. Other than such Tier 1 technical support as either one or both of Mobile Beacon and Reseller may elect in their discretion to provide to you for the Service and Equipment, neither Mobile Beacon or Reseller will provide support services; and additional technical support requests should be routed to the Provider (collectively, the

“Support Services”). Reseller, Mobile Beacon or the Provider may need to access your Equipment or related hardware or software in order to provide Support Services. Defective Equipment should be returned to the Provider as instructed by Mobile Beacon or the Provider. THE MOBILE BEACON PARTIES, INCLUDING THE RESELLER, ARE NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE PROVIDER OR ANY OTHER THIRD PARTY IN CONNECTION WITH SUPPORT SERVICES.

9. **Service Modification and Discontinuation.** The Mobile Beacon Parties and the Provider reserve the right at any time to in any way modify, edit, suspend or discontinue the Service or the Support Services made available hereunder, with or without notice. Reseller will use good-faith efforts to provide you with as much prior written notice as is reasonably possible under the circumstances, but is not responsible for the effects of delay in providing that notice. In the event of Service discontinuation or of Service changes causing a material adverse effect on the quality or availability thereof, you may, as your sole and exclusive remedy and the Mobile Beacon Parties’ sole and exclusive liability, arising out of this Section, elect to terminate the affected Subscriptions and receive a refund of subscription fees paid for full, unused months remaining on the then-current subscription term.
10. **Changes to Terms.** Mobile Beacon reserves the right to modify these Minimum Terms of Service as may reasonably be needed to comply with applicable laws or to account for changes in its course of dealing with the Provider. The Provider also reserves the right to change or update the Provider AUP and Provider T&C at any time. Mobile Beacon or the Provider (as the case may be) will provide Reseller with notice of such changes. All such changes will be deemed effective and accepted by Reseller and you upon your continued use of the Service thereafter; provided, however, that if such modifications are not agreeable to you, you may elect instead (as your sole and exclusive remedy) to terminate the affected Subscriptions within 30 days of the change and receive a refund of Subscription Fees paid for full, unused months remaining on the then-current subscription term.
11. **Third Party Beneficiary.** You agree that Mobile Beacon shall be an express, intended third-party beneficiary of this Agreement and can enforce the terms and conditions to the same extent as Reseller.
12. **Governing Law; Statute of Limitations:** These Terms of Service and the rights and obligations of the parties with respect to the Service will be governed by, and construed in accordance with the laws of the State of Minnesota, USA, without reference to the choice of law principles thereof. ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS OF SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ARISES, OR THE CLAIM WILL BE PERMANENTLY BARRED.
13. **General:** None of the The Service Provider Parties will be responsible or liable in any manner for any failure in the Service or in the performance of these Terms of Service to the extent that such failure is due to causes beyond its control. If any part of these Terms of Service is found invalid (including without limitation any conflict with any applicable law or regulation) such

invalidity will not affect the remaining portions of these Terms of Service, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. These Terms of Service constitutes the complete agreement between you and any The Service Provider Party with respect to the subject matter hereof and supersedes all proposals (oral or written), all previous negotiations, and all other communications, including without limitation communications on the website of any The Service Provider Party, except as set forth above.

14. **Recurring Billing:** I understand I have the option to enroll in recurring billing via my bank, credit or debit card (“funding source”). If I enroll at a store, online or over the phone I authorize regularly scheduled charges to my funding source. At the time of the recurring charge I will be charged for the subscription term amount when I authorized recurring billing (currently \$40 for three months, \$75 for 6 months or \$120 for 12 months). I understand and agree to the charge interval I selected at the time of enrollment and a receipt for each payment will be emailed to me. I agree that no prior-notification will be provided unless the amount changes, in which case I will receive notice from The Service Provider Parties at least 10 days prior to the payment being collected. I understand that this authorization will remain in effect until I cancel it, and I agree to notify The Service Provider Parties of any changes in my account information or termination of this authorization at least 7 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the transaction dates. In the case of a payment being rejected, I authorize that The Service Provider Parties can attempt to process the charge again, at its discretion, within 30 days from the failed transaction, which will be initiated as a separate transaction. The Service Provider Parties do not charge fees for recurring billing, yet 3rd party fees may apply from your funding source. I accept that The Service Provider Parties do not have control over or liability for any 3rd party fees incurred. I acknowledge that the origination of transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of my provided funding source and will not dispute these scheduled transactions with my bank or credit card Company; so long as the transactions correspond to these terms.