



Sea Ranch Connect®

Subscriber Agreement

This Subscriber Agreement (“Agreement”) is entered into by and between the subscriber (“Customer,” “you,” “your”) identified on the service order (“Order”) and The Sea Ranch Association, a California Nonprofit Corporation and Common Interest Development, doing business as Sea Ranch Connect® with a business office located at 975 Annapolis Road, Sea Ranch, California 95497 (“SRC,” “we,” “us,” “our”). Services provided to Customer by SRC include installation and operation of a high-speed fiber-optic Internet connection and optional telephone service (“Services”) over SRC’s broadband network (“SRC Network”) at Customer’s premises located within The Sea Ranch Association or as otherwise identified by us as property capable of receiving our Services (“Property”). We may offer Customer additional optional services in the future.

YOUR ENROLLMENT IN, ACTIVATION OF, USE OF, OR PAYMENT FOR SERVICES OR EQUIPMENT CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT, AND YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND ARE BOUND BY IT. YOU SHOULD READ THIS AGREEMENT IN ITS ENTIRETY, BUT EVEN IF YOU CHOOSE NOT TO READ IT, ITS DISCLOSURES, TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU. THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH WE WILL PROVIDE OUR SERVICES TO YOU. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE.

IF YOU ARE AN EXISTING CUSTOMER, YOUR CONTINUED RECEIPT OF THE SERVICES FOLLOWING RECEIPT OR PUBLICATION OF THIS AGREEMENT ON OUR WEBSITE WILL CONSTITUTE YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS, AND, ACCORDINGLY SUCH TERMS AND CONDITIONS WILL BE LEGALLY BINDING ON YOU.

This Agreement includes the terms and conditions of the Order, including pricing, term, service offering, all as made available to you when placing or confirming your order. It also includes our Privacy Policy, our Acceptable Use Policy, and other policies and materials referred to in this Agreement, and/or contained on our website (SeaRanchConnect.org) (“SRC Website”), all of which are incorporated herein by reference.

1. Customer’s Responsibilities. 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 SRC Website, as amended from time to time, including without limitation this Agreement. The Services may not be used in violation of the usage standards described in the Acceptable Use Policy, and any such violations may result in suspension or termination of Services;
- B. Customer shall allow SRC and its Contractors to collect and maintain your subscriber information (including name, address, phone, email, property information, and certain technical and operational data) relevant to providing Services to you, subject to our Privacy Policy located on the SRC Website and this Agreement;
- C. Customer shall allow SRC and its Contractors reasonable and ongoing access to the 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 herein;
- D. Customer shall use only SRC approved equipment to utilize the Services. You will reimburse us on a time and materials basis for the cost to repair and/or replace equipment in the event you or someone on your behalf caused the failure. Further details of policies regarding equipment are located on the SRC Website;
- E. Prior to installation, you must notify us or our Contractors of any known or suspected hazards on your 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 or credit card billing;
- G. New Customers sign up for an initial term of two years upon service activation (no payment is due until your service is activated), followed by month-to-month automatic renewals thereafter until the Services are terminated;
- H. Customer shall pay for the Services ordered as part of the service offerings identified on the Order;
- I. Customer shall be responsible for payment of the initial two-year term, and for any month-to-month renewals thereafter, such prices being subject to change to the then current rates provided on the SRC Website. Taxes and third-party charges, if any, are not included in the above prices and will be charged to Customer and reflected on the invoice;
- J. 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 described below);



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- K. Customer acknowledges and agrees that some or all of the Services provided by us under this Agreement will be delivered by one or more of our third party contractors (“Contractor”) who operate and manage the SRC Network and the associated Services on our behalf;
 - L. Customer is responsible for all costs related to the installation of the conduit, fiber, ONT (as defined below) and the Gateway (as defined below) as reflected on the Order. Payment will be billed by us prior to activation of the Services; and
 - M. The Services are intended for use solely by Customer at your Property. Sharing Services with other locations (e.g., through the installation or use of wireless links or devices or other means) or with unrelated parties, or reselling the Services is prohibited without our express written approval. Violation of this provision constitutes system abuse and may result in service modification or termination.
2. SRC Responsibilities. The installation and activation of the SRC Network on your Property will occur in three steps:
- A. *Conduit Installation.* We will install a three-quarter inch conduit (HDPE pipe) on your Property. Conduit will encase the fiber-optic cable. The conduit will be installed by mechanical means at a depth of approximately 18 inches. The conduit will be run from the street in proximity to your Property to the closest practical location of your home, as determined by us in consultation with you.
 - 1. We will provide you notice as to the approximate date of installation, which does not require entry into your home or your presence unless you request a customized routing of the conduit;
 - 2. The conduit installation date depends on the completion of 811 locates for the Property by area utility and service providers. This process can take up to 14 days depending on the response from the area utility providers. You will be notified by us on an expected installation date;
 - 3. We will use reasonable efforts to identify all existing utility locates, and you will not be responsible for damage to utility services as a result of this installation. Utilities include water, sewer or septic, electric, telephone, and cable TV.
 - 4. You will be responsible for locating, and/or for any damage to, any underground obstacles not identifiable as utilities such as diesel/propane lines, sprinkler systems, drainage pipes, and other devices under the surface of the ground and not readily identifiable by us; and
 - 5. We will reasonably remediate the disruption to the soil and landscape on the Property as a result of the installation of the conduit.
 - B. *Fiber and Gateway Installation.* Fiber and equipment installation includes the installation of the fiber-optic cable through the installed conduit to your home that meets the criteria for proper installation and operation of “Gateway” technology as described below.
 - 1. The date of installation of the fiber optic cable will be by mutual agreement between you and us. Typically this installation is on the same day we install the conduit;
 - 2. Fiber will be pulled through the conduit and terminate in a plastic connection box (commonly known as an Optical Network Terminal (“ONT”)) placed on the exterior of the home;
 - 3. The ONT will be placed between two and five feet above the grade of the land;
 - 4. A “dime” sized hole will be drilled through the home, and a small electronic box on the inside of the home (“Gateway”) will be installed close to an operational 110 Volt electrical outlet;
 - 5. Pricing for customized installation (interior work beyond the Gateway installation) and additional service options are available on the SRC Website.
 - C. *Testing, Activation and Operation.* Once we install your Gateway, we will test it to confirm it is operating properly.
 - 1. We have designed the SRC Network to provide theoretical download and upload speeds. The actual performance you experience in the home will likely be slower, depending on network usage, home network design and the devices being used on the SRC Network.
 - 2. For subscribers on the 100 Mbps speed plan any average monthly performance above 70 Mbps will be considered acceptable for purposes of this Agreement. For subscribers on the 1 Gbps connection any average monthly performance above 700 Mbps will be considered acceptable for purposes of this Agreement.
 - 3. Customer’s monthly usage will not be capped, and bandwidth will not be throttled, subject, however to the Terms of Service. Bandwidth will be automatically and continuously allocated to assure equitable access by all active subscribers on the SRC Network.



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4. Charges and payments are billed to and payable by you upon the “Activation Date” which is the date that we activate your Gateway and verify its operational with the SRC Network (i.e., connectivity to the Internet is established).
3. Term, Payment, Cancellation, Effect of Termination and Ownership Change.
 - A. The term of this Agreement commences on the Activation Date, and for new installations, the initial term shall be a two-year period (“Initial Term”). At the end of the Initial Term, this Agreement will automatically renew on a month-to-month basis, unless and until a written cancellation notice is received from you at least 30 days prior to the expiration of the then-current term.
 - B. If you request to cancel the Agreement during the Initial Term, you will be obligated to submit payment for the remainder of the Initial Term. If you cancel the Agreement during a subsequent month-to-month term, you will be obligated to pay the complete amount for the then current month.
 - C. If you cancel this Agreement for Services and you later wish to re-subscribe for Services, you will be required to re-subscribe with a new twelve-month obligation and purchase new equipment, if prior equipment is no longer useful on the SRC Network.
 - D. You agree to pre-pay monthly, in advance, for Services, via credit card or Electronic Funds Transfer, on the due date as set forth on the invoice (“Billing Date”). For all payments received more than 15 days after the Billing Date, we reserve the right to assess a \$5.00 late fee, plus any incurred bank charge or fee. Your 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.
 - E. If our personnel, including our Contractor, are dispatched at your request, you will be billed for services provided at our then current standard rates. If we determine that the problem was our responsibility, we will waive our service charges.
 - F. We have the right to discontinue your Services if not paid in full within 10 days of delivery of a delinquent notice, or if you repeatedly violate this Agreement or any of its terms of service, including the SRC AUP.
 - G. Upon termination of this Agreement, you agree to immediately cease all use of the Services.
 - H. This Agreement is personal to you and is not transferable. However, a new homeowner of the Property may assume this Agreement upon the sale or transfer of the Property, and such an assumption is subject to this Agreement. We will not charge additional connection or administrative fees unless new equipment is installed or additional on-site labor or Services are provided. A new owner must make payment arrangements with us to avoid interruption of Services.
 4. Cautions and Liability.
 - A. Emergency 911 phone service is available, but is currently subject to important limitations, as described on the SRC Website.
 - B. We do not back up your data. You have the sole responsibility to back up your data.
 - C. We recommend that you install anti-virus software on personal computers and other network-connected devices for the purpose of detection, scanning and removal of any viruses.
 - D. *Disclaimer of Warranties and Limitation of Liability.*

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES SUPPLIED HEREUNDER ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY SRC (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), SRC (AND ITS DIRECTORS, OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AFFILIATES, COMMITTEES, VOLUNTEERS AND AGENTS) (COLLECTIVELY, THE "SRC PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS, CONTRACTORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY SRC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

SRC DOES NOT WARRANT OR GUARANTEE THAT SERVICES CAN BE PROVIDED OR PROVISIONED TO YOUR



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HOME, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF SRC HAS ACCEPTED YOUR SERVICE ORDER. THE PROVISIONING OF SERVICES ARE SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, THE CONDITION OF THE FACILITIES CONNECTING TO YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS.

SRC DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT PROVIDED BY SRC WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, WITHOUT LATENCY, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. SRC SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

IN NO EVENT SHALL THE SRC PARTIES OR SRC'S THIRD PARTY LICENSORS, CONTRACTORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICES, OR RELIANCE ON OR PERFORMANCE OF THE SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF SRC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

THE LIABILITY OF THE SRC PARTIES, OR OUR THIRD PARTY LICENSORS, CONTRACTORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO SRC FOR THE SERVICES DURING THE 90 DAY PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION.

ALL OF THE FOREGOING LIMITATIONS STATED IN THIS SECTION SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION ALSO APPLY TO SRC'S THIRD PARTY LICENSORS, CONTRACTORS, PROVIDERS AND SUPPLIERS.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

- E. *Indemnification.* You agree to defend, indemnify and hold harmless the SRC Parties against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Services (or the use of your Services by anyone else): (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with your use of the Services.
5. **Dispute Resolution and Arbitration; Governing Law. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH MANDATORY ARBITRATION WITH A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. THE ARBITRATION PROVISION IS SET FORTH BELOW ("ARBITRATION TERMS"). YOU MAY REJECT THE ARBITRATION TERMS PROVISION BY SENDING US WRITTEN NOTICE TO THE ADDRESS PROVIDED BELOW WITHIN 30 DAYS AFTER YOU BEGIN RECEIVING THE SERVICES OR FOLOWING A PUBLISHED UPDATE OF THIS AGREEMENT. YOUR REJECTION NOTICE MUST STATE THAT YOU REJECT THE ARBITRATION TERMS PROVISION AND INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND PERSONAL SIGNATURE.**
 - A. *Arbitration Terms.* You agree that any dispute or claim arising out of or relating to the Services or this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration. The sole exceptions to arbitration are that either party may pursue claims: (1) in small claims court that are within the scope of its jurisdiction, provided the matter remains in such court and advances only individual (non-class, non-representative, non-consolidated) claims; and (2) in court if they relate solely to the collection of any debts you owe to us.



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- B. *Arbitration Procedures.* Before commencing arbitration you must first present any claim or dispute to us in writing to allow us the opportunity to resolve the dispute. If the claim or dispute is not resolved within 60 days, you may request arbitration. The arbitration shall be conducted by the American Arbitration Association (“AAA”). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of the dispute. California state law, without regard to choice of law principles, shall otherwise govern and apply to any and all claims or disputes. All proceedings shall be conducted at a location in Sonoma County, California. Arbitration is final and binding. Any arbitration shall be confidential, and neither you nor we will disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. The arbitrator may award any relief or damages that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides. Judgment on any arbitration award may be entered in any court having jurisdiction.
- C. *Costs of Arbitration.* The party requesting arbitration must pay the applicable AAA filing fee, except that if you are an individual using the Services for household or personal use and you initiate arbitration against us: (1) you must pay one-half the arbitrator’s fees up to a maximum of \$125 if your claim does not exceed \$10,000; (2) you must pay one-half the arbitrator’s fees up to a maximum of \$375 if your claim is more than \$10,000 but less than \$75,000; and (3) you must pay an Administrative Fee in accordance with the AAA’s Commercial Fee Schedule if your claim exceeds \$75,000 or if your claim is non-monetary. Except as provided in the preceding sentence, each party shall pay its own expenses of the arbitration, including the expense of its own counsel, witnesses, and presentation of evidence at the arbitration. If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party’s costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys’ fees.
- D. *Changes.* Notwithstanding any provision in this Agreement to the contrary, you agree that if we make any future change to these Arbitration Terms during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the address provided in the Notice section below. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. No changes, however, that are made to this provision after either party has submitted a notice of dispute shall be effective as to your and our pending dispute and/or arbitration.
- E. *Waiver of Jury and Class Action.* BY THIS AGREEMENT, BOTH YOU AND WE ARE WAIVING RIGHTS TO LITIGATE CLAIMS OR DISPUTES IN COURT (EXCEPT SMALL CLAIMS COURT AS SET FORTH ABOVE). BOTH YOU AND WE ALSO WAIVE THE RIGHT TO A JURY TRIAL ON YOUR OR OUR RESPECTIVE CLAIMS, AND WAIVE ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.
- F. *Governing Law.* This Agreement and any disputes, claims, actions, and lawsuits arising out of or related to this Agreement shall be governed by the laws of the state of California. To the extent court action is appropriate under this Agreement, any trial of your claims and our defenses or counterclaims shall be to a judge or court presiding without a jury (i.e., a “bench trial”). Venue shall be in Sonoma County, California. The prevailing party shall be entitled to recover all of its reasonable and necessary costs and expenses.
- G. YOU MUST NOTIFY US OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 3 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR INVOICE, YOU MUST NOTIFY US OF THE DISPUTE WITHIN 3 MONTHS OF THE DATE OF YOUR INVOICE. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 3 MONTHS OF YOUR DISPUTED INVOICE. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IN THE EVENT THE FOREGOING LIMITATIONS ARE FOUND UNENFORCEABLE, THE FOREGOING SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY OR OTHERWISE MODIFIED TO MAKE THE LIMITATIONS ENFORCEABLE.
6. *General and Miscellaneous.*
- A. *General.* If any term or provision of this Agreement is held invalid, illegal or unenforceable, such term or provision will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect. Neither party’s failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will so survive. You agree that you will not harass, threaten, or conduct yourself in a verbally or physically threatening or abusive manner toward any SRC employee, vendor, Contractor, or agent at any time. We reserve the right to terminate your Services without notice in the event of such behavior.



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- B. *Force Majeure*. SRC will not be liable for any delay, interruption of Services, failure of performance of SRC or Customer equipment or SRC Network, or any loss, liability or damage directly or indirectly caused by circumstances beyond our control, including but not limited to acts of God, flood, explosion, wildfire, epidemic, pandemic, public health crisis, or other catastrophes, causes attributable to you, your equipment or your property, acts of third parties, national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, loss of use of poles or other utility facilities, material shortages, power outages or reductions, failure of any fiber, strikes, lockouts, or work stoppages, or any law, order, regulation, or request of the federal, state or local governments having jurisdiction over SRC. The use and restoration of Services in emergencies will in all cases be subject to the priority system specified by federal regulations.
 - C. *Binding on Successors*. The Agreement will be binding on and inure to the benefit of the parties hereto and their respective heirs, successors or permitted assigns. Except as described in this agreement, you may not assign or transfer any part of this agreement, or the Services, without the prior written consent of SRC. Notwithstanding anything to the contrary herein, SRC may assign this Agreement without your consent, in whole or in part, at any time without notice.
 - D. *Severability*. The Services specified in the Agreement are severable. Upon the termination of any one part of the Services (whether by expiration of the term or by cancellation or termination), the other Services will continue unaffected.
 - E. *Entire Agreement*. This Agreement and all of the documents referenced herein constitute the entire agreement between you and us for the provision of Services. No prior agreement and no written or oral statement, advertisement, or service description, will contradict, explain, or supplement this Agreement.
7. **Notices**. 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 or communications to you will be sent via email to the email address provided on the Order. Notices to SRC will be addressed as follows: *via email*: notifications@searanchconnect.org; *via US mail*: The Sea Ranch Association, Attention: Sea Ranch Connect, PO Box 16, The Sea Ranch, CA 95497; or *via Courier Service* (such as FedEx, UPS, or DHL): The Sea Ranch Association, Attention: Sea Ranch Connect, 975 Annapolis Road, The Sea Ranch, CA 95497.