

Special Meeting Agenda
PUD Board of Commissioners
Broadband Project Policies and Rates
October 13, 2022 11:00pm
310 Four Corners Rd/ZOOM
Port Townsend, WA 98368



To join online go to: <https://zoom.us/my/jeffcopud>. Follow the instructions to login. Meetings will open 10 minutes before they begin. TOLL FREE CALL IN #: 833-548-0282, Meeting ID# 4359992575#. Use *6 to mute or unmute. *9 to raise a hand to request to begin speaking.

Page

1. Call to Order

With the adoption by the Washington State Legislature of ESHB 1329, providing for both virtual and in-person meetings to be held, JPUD will be offering both virtual on-line meetings as well as in-person meetings, unless advance notice is provided. In person attendance will be limited to provide sufficient space and masking is encouraged. Online participant audio will be muted upon entry. Please unmute at the appropriate time to speak. If you are calling in, use *6 to mute and unmute and *9 to raise a hand to request to speak.

2. Agenda Review

3. Manager's Report

4. Broadband Projects Update

3 - 21

[JPUD Broadband UPDATE 20221013.pdf](#) 

5. Public Comment

The public comment period allows members of the public to comment, limited to 3 minutes each, on any items not specifically listed on the Agenda or for items listed on the Consent Agenda. Prior to any public comment, members of the public must first be recognized by the President, or the designated Chair of the meeting, and are not permitted to disrupt, disturb, or otherwise impede the orderly conduct and fair progress of the Commission's meeting. After an initial warning by the President, or the designated Chair of the meeting, individuals who intentionally violate these guidelines through actual disruption of the Commission meeting will be dropped from the meeting. (15 min)

6. ReConnect Grant Application Authorization

22 - 23

[Resolution 2022-XXXX Resolution Authorizing Reconnect Grant Application 2022 10](#)

Recommended Action: Approve Resolution 2022-XXX authorizing the General Manager to take all necessary steps to apply for the ReConnect grant and loan program through the USDA and execute any related grant and loan agreements.

7. Revised Retail Broadband Rates

24 - 28

[Resolution 2022-XXXX Resolution Adopting Broadband Rates 2022 10 13.pdf](#) 

[Retail Rate Schedule draft 20221013.pdf](#) 

Recommended Action: Approve Resolution 2022-XXX authorizing rates for the sale of retail Internet Services; approving revised rates for Retail Broadband Services.

8. Internet Service Policies

8.1. Acceptable Use Policy

29 - 40

[CURRENT JPUD Acceptable Use Policy 2022 09 07 \(006\) markup.docx](#)



[JPUD Acceptable Use Policy 20221013 fnl.pdf](#) 

8.2. Internet Service Agreement

41 - 45

[JPUD Internet Services Agreement 20221013.pdf](#) 

9. Adjourn



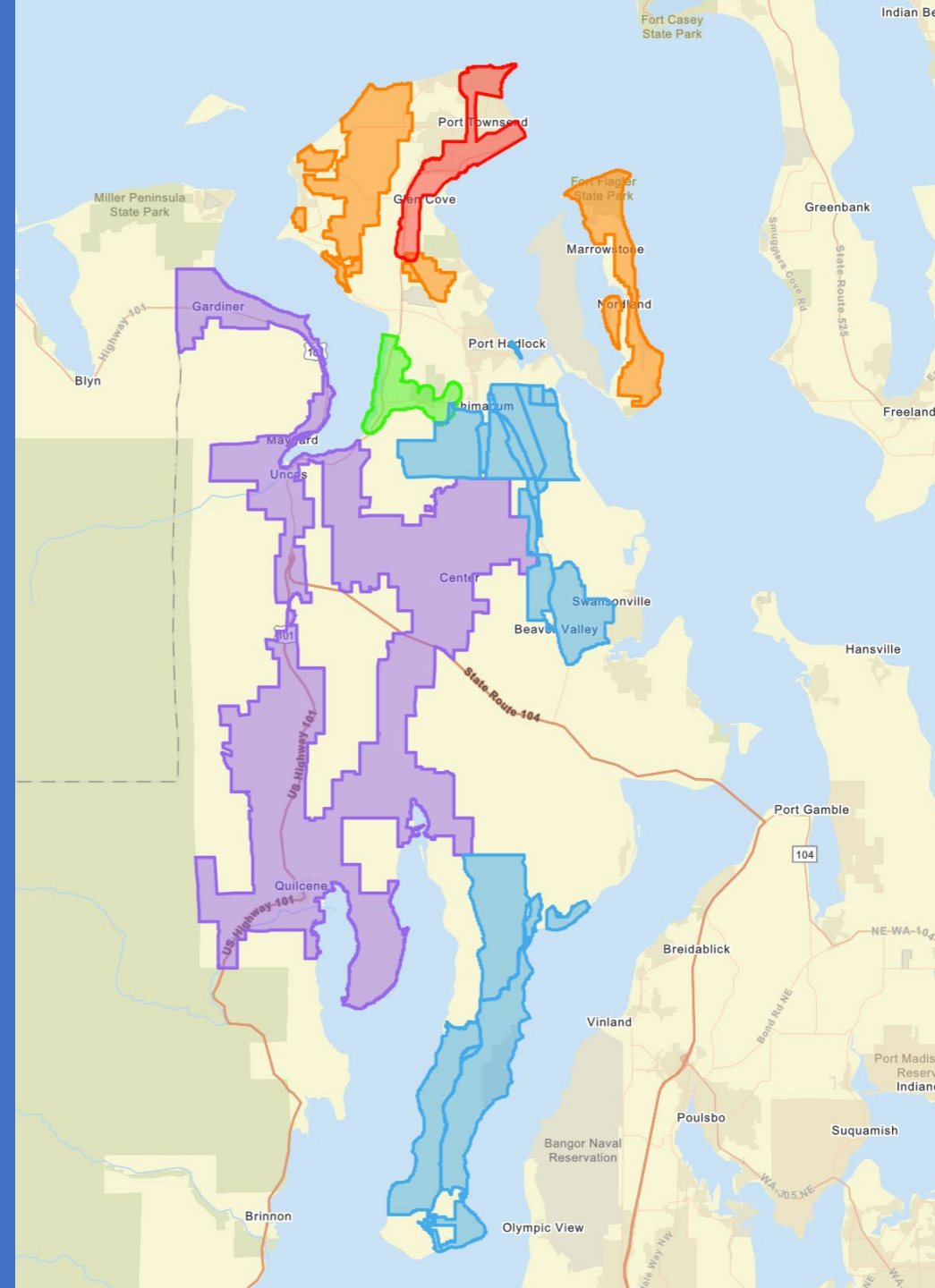
Jefferson County
Public Utility District

Broadband Projects Update

Will O'Donnell

Broadband and Communications Director

October 13, 2022



Broadband Department Objectives

*Unserved currently defined as 25/3
over wireline

Extend Fiber Network to all unserved customers in electric service territory

Partner to assist with connections outside of electric service territory

Fund Construction with State and Federal Grants & Loans

Extend Existing Network where financially viable

Build future-proof, reliable, affordable network to improve quality of life

Presentation Agenda

ReConnect Application Info

Current Projects Review

Take Rate Analysis

Connection Charge Options

Outreach Plans and Timeline

Current Projects

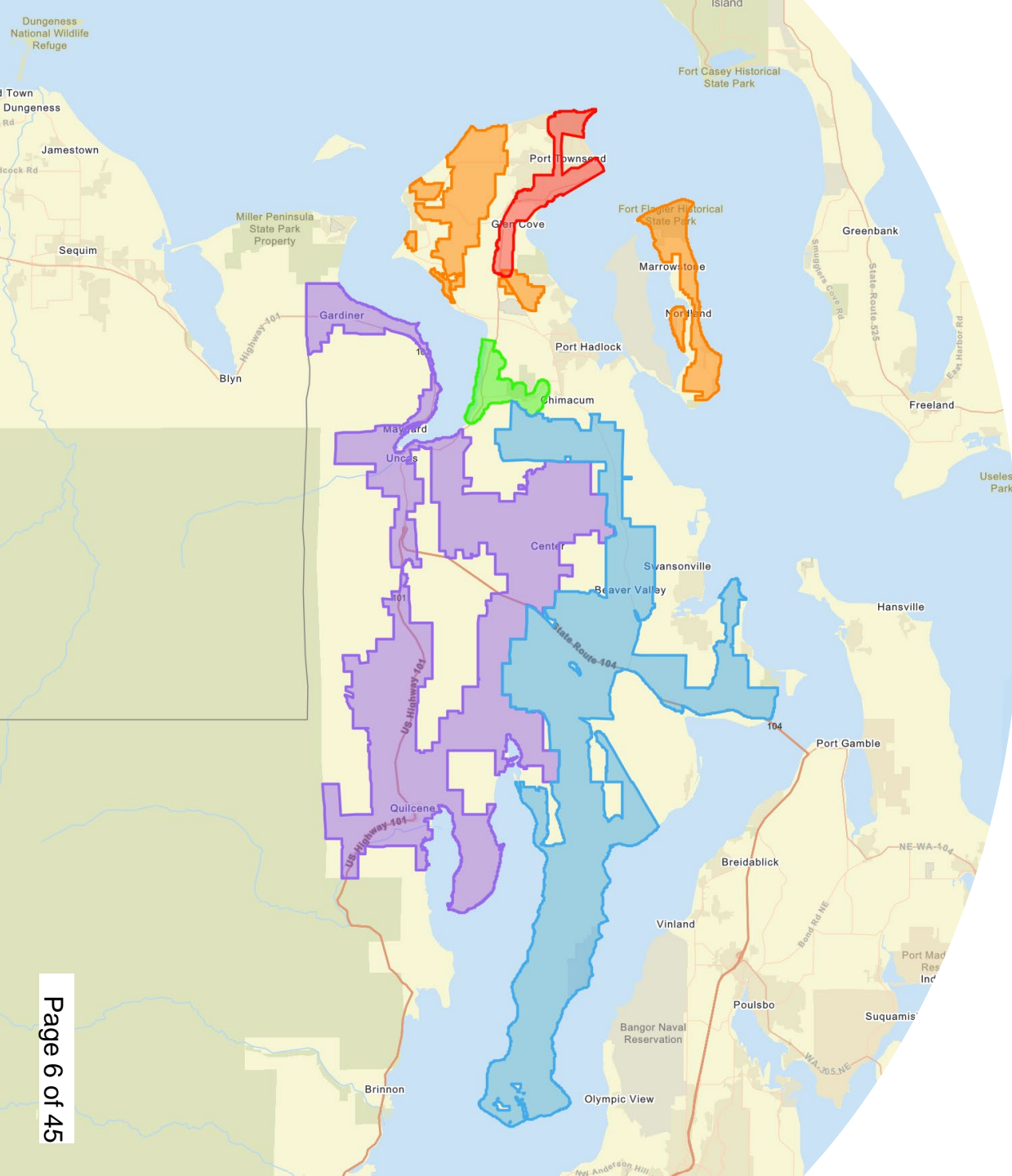
**Olympic Fiber
Corridor**
Quilcene to Gardiner

**East
Discovery Bay**
Anderson Lake Rd and
Hwy 20

**Jefferson
North**
Cape George, Woodland
Hills, Marrowstone

**SE Jefferson
County**
Chimacum to Ludlow to
Coyle

PT Business Fiber
Fort Worden to Hwy 20/19 Intersection



USDA ReConnect Program Overview

50/50 Grant Loan Application

25% PUD Loan (WSBO funds count as cash match towards loan)

Estimating 3.5% Interest Rate, 25 yr term
(rate and terms determined after award)

Rural Areas only, less than 20K towns

25/3 Mbps or less over a wireline (50% of
are can have up to 100/20)

ReConnect Scoring Criteria Matrix

Evaluation Criteria	Max Points	JPUD Max
Rurality of the Proposed Service Area	25	25
Level of Existing Service	25	25
Economic Need of the Community	20	20
Affordability	20	20
Labor Standards	20	20
Tribal Areas	15	0
Local Governments, Nonprofits, and Cooperatives	15	15
Socially-Vulnerable Communities	15	0
Net Neutrality	10	10
Wholesale Broadband Services	10	10
Total	175	145

ReConnect Project Cost Summary

Residential Passings	991
Business Passings	3
Penetration Rate	65%
Customers Connected	653
Pre Construction Costs	\$60,000
Engineering	\$2,226,583
Fiber Distribution	\$10,566,289
Fiber Drops	\$853,640
Customer Electronics	\$485,683
Core Electronics	\$171,045
Core Buildings	\$115,000
Admin	\$0
Contingency	\$2,473,981
Funding Summary	
From RUS Grant	8,476,111
From RUS Loan	4,238,055
From State Matching Grant	4,238,055
Total	16,952,221

Project Areas	E DISCO BAY	Olympic Fiber	Jefferson North	PT Biz Fiber	SE Jeff County	Total
FUNDER	PWB <i>Awarded, contract signed</i>	NTIA/WSBO <i>awarded awaiting final contract</i>	WSBO <i>Awarded, contract signed</i>	PWB Loan <i>Awarded, contract signed</i>	USDA RUS <i>Due Nov 2nd</i>	
Residential Passings	74	1,646	1,071	0	941	3732
Business Passings	0	37	6	375	3	416
Est. Take Rate	70%	60%	60%	60%	65%	61% avg
Customers	52	1,010	646	225	653	2,586
Miles of Fiber	8.3	240	100	47	100	495.3
Fed Grant	\$1,096,046	\$6,153,426	\$9,718,934	0	\$8,476,111	\$25,444,517
State/Local Match	0	\$5,408,966	\$750,000	0	\$4,238,055	\$10,397,021
Loan	0	0	0	\$1,839,295	\$4,238,055	\$6,077,350
PUD Cash match	0	\$147,840	\$965,106	\$204,366	0	\$1,317,312
Total Funding	\$1,096,046	\$11,710,232	\$11,434,040	\$2,043,661	\$16,952,221	\$43,236,200

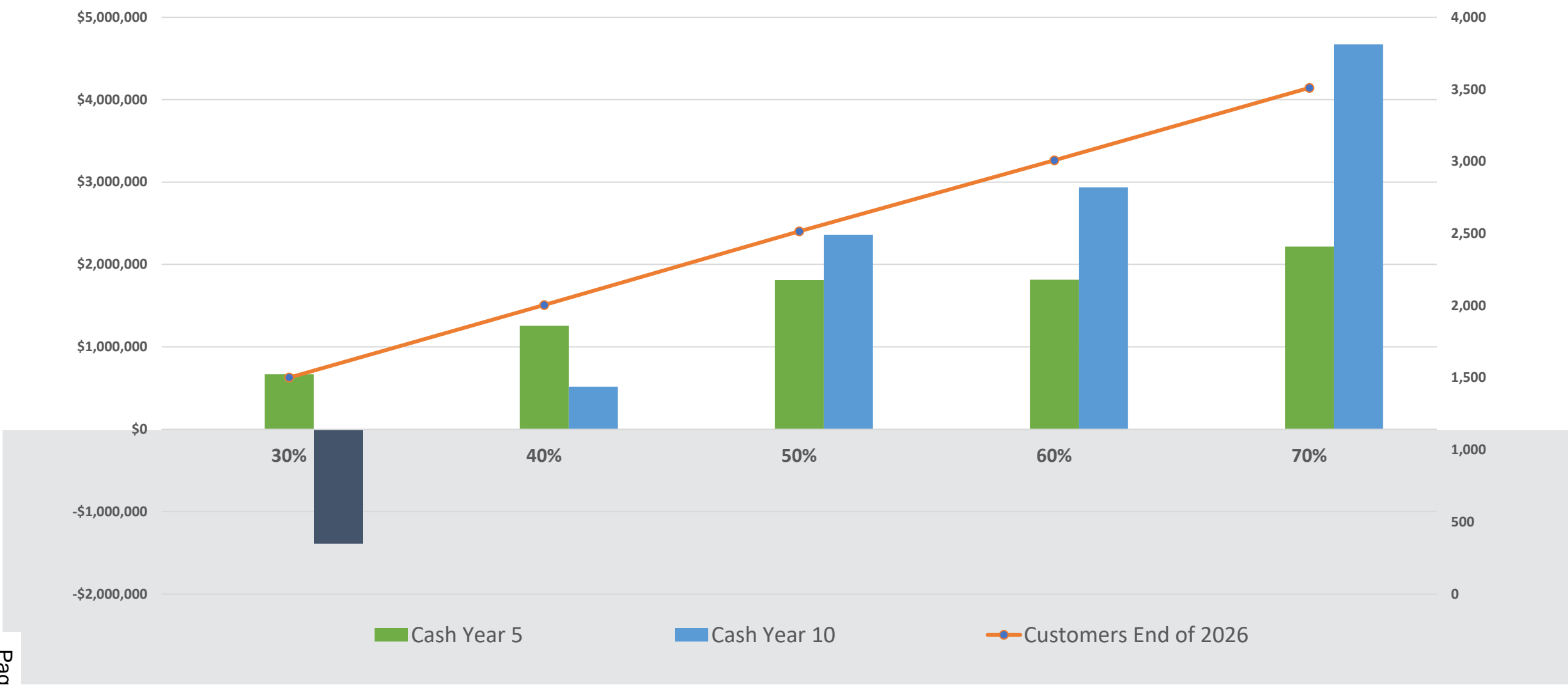
Expense Items Per Grant/Loan Project

Item	E Disco Bay	Oly Fiber Corr	Jeff North	PT Biz Dist	SE Jeff Co	Subtotal
Pre-costs	\$0	\$110,000	\$0	\$0	\$60,000	\$170,000
Engineering	\$232,938	\$1,254,310	\$1,112,329	\$146,335	\$2,226,583	\$4,972,495
Fiber Distribution	\$472,139	\$6,737,680	\$7,415,530	\$1,288,258	\$10,566,289	\$26,479,896
Fiber Drops	\$132,240	\$1,046,457	\$1,423,784	\$308,934	\$853,640	\$3,765,055
Customer Electronics	\$52,560	\$856,992	\$394,060	\$90,000	\$485,683	\$1,879,295
Core Electronics	\$106,831	\$284,137	\$150,000	\$210,134	\$171,045	\$922,147
Core Buildings	\$0	\$163,506	\$0	\$0	\$115,000	\$278,506
Admin	\$28,217	\$222,840	\$0	\$0	\$0	\$251,057
Contingency	\$71,121	\$1,034,310	\$938,337	\$0	\$2,473,981	\$4,517,749
subtotal	\$1,096,046	\$11,710,232	\$11,434,040	\$2,043,661	\$16,952,221	\$43,236,200

Timeline Years 1-4



Cash Flow And Customer Acquisition Based On Take Rate Variations




Includes all current grant and loan projects
Assumes tax funding allocation continues

Possible Connection Charges And Terms


Grant and Loan Adjacent Areas


charge/months	12	24	36	48	60
\$500	\$42	\$21	\$14	\$10	\$10
\$720	\$60	\$30	\$20	\$15	\$12
\$750	\$63	\$31	\$21	\$16	\$13
\$960	\$80	\$40	\$27	\$20	\$16
\$1,000	\$83	\$42	\$28	\$21	\$17
\$1,200	\$100	\$50	\$33	\$25	\$20
\$1,500	\$125	\$63	\$42	\$31	\$25
\$2,000	\$167	\$83	\$56	\$42	\$33


HOW DO I SIGN UP?



PUD
Jefferson County
Public Utility District

 1-360-385-5800

 Email

 Outages

My PUD ▾

Electric ▾

Water/Sewer ▾

Sustainability ▾

Broadband ▾

About Us ▾

Records/Data ▾

Public Power, Local Solutions

Connecting our Community

Fiber Project Map

Fiber Project Sign Up


About PUD Fiber

List of Local ISPs

Planning & Studies

Take the Speed Test!

PUD WiFi Hotspots




Smarthub Login >




Efficiency Rebates >




Payment Assistance >



Tree Issues >



Streetlight Issues >



Job Openings >

Current Sign-up Results

268 Online Entries

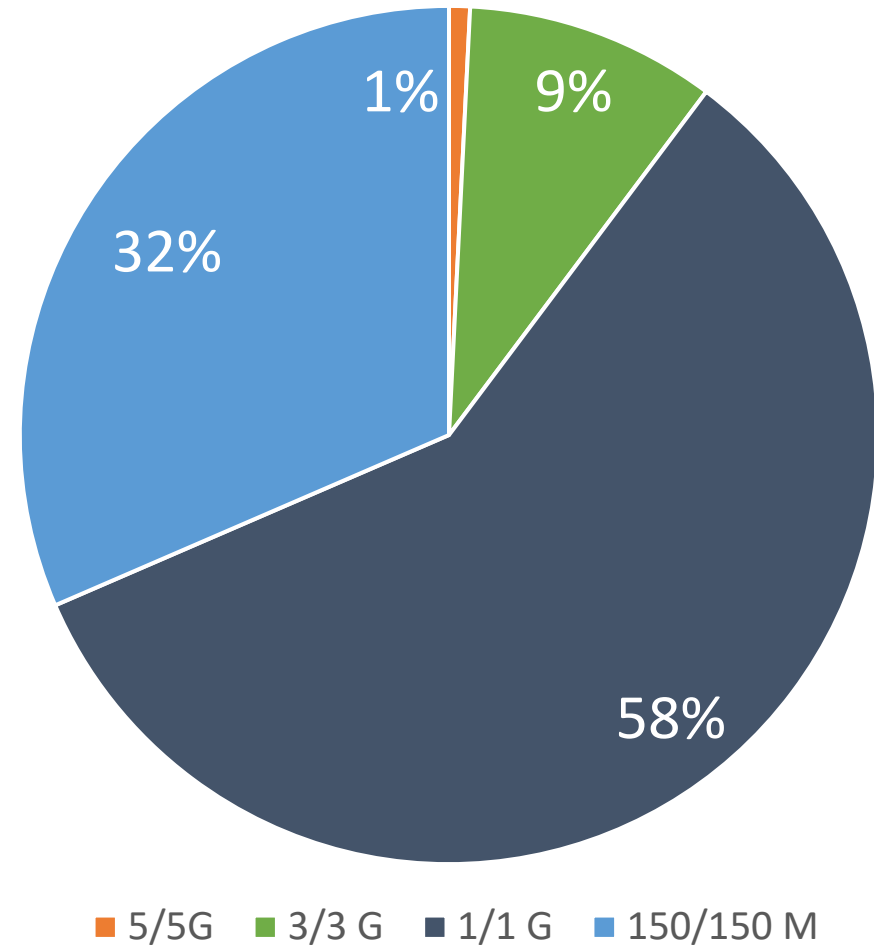
- 16 Disco Bay E
- 66 Jefferson N
- 88 Olympic Corridor
- 2 PT Biz
- 91 No Selection

85 Customer Comments

Additional Item Interest

- 114 Mesh Router
- 85 VOIP
- 78 Doorbell or Security Camera
- 15 Home or Office Control App

Internet Speed Preference



Outreach and Marketing Timeline By Media Channel

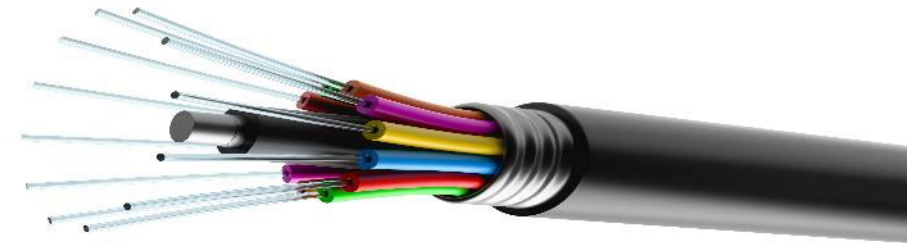
Month	Website	JPUD Newsletters	Earned Media	Social Media	Advertising	Direct Mail	In Person Demos-
September							
2022	passive website signups	print news brief					Quilcene Fair
		weekly e-news					
October							
2022	passive website signups	print news brief					
	website updates	weekly e-news					EV Expo
		subscriber updates					
November							
2022	new campaign module	print news brief					
	passive website signups	weekly e-news	press release			direct mail postcards	
		subscriber updates		Paid Social Media Campaign			
December							
2022		print news brief		Paid Social Media Campaign	Weekly Display ads PDN PTL		Chimacum Craft Fair
	passive website signups	weekly e-news	radio	Paid Social Media Campaign	Weekly Display ads PDN PTL	Targeted direct mail postcards	Quilcene Community Center
	video	subscriber updates		Paid Social Media Campaign	Weekly Display ads PDN PTL		Gardiner Community Center
				video	Weekly Display ads PDN PTL		
January							
2023		print news brief		Paid Social Media Campaign	Qtrly Pub		
	passive website signups	weekly e-news	press release	Paid Social Media Campaign	Weekly Display ads PDN PTL	Targeted direct mail postcards	PT MAIN STREET DEMO
	videos	subscriber updates		Paid Social Media Campaign	Weekly Display ads PDN PTL		310 FOUR CORNERS DISPLAY AREA
				video	Weekly Display ads PDN PTL		
February							
2023		Newsletter Cover Story		Paid Social Media Campaign	Weekly Display ads PDN PTL		
	passive website signups	weekly e-news	radio		Weekly Display ads PDN PTL	Targeted direct mail postcards	
	videos	subscriber updates		Paid Social Media Campaign	Weekly Display ads PDN PTL		OTTO STREET DISPLAY AREA
				video	Weekly Display ads PDN PTL		

Month	Website	JPUD Newsletters	Earned Media	Social Media	Advertising	Direct Mail	In Person Demos-
March							
2023		print news brief	press release	Paid Social Media Campaign			
	passive website signups	weekly e-news		Paid Social Media Campaign	Online Newspaper Ads		HOME SHOW DEMO
	videos			video			QUILCENE DEMO
April							
2023		print news brief		Paid Social Media Campaign	Qtrly Pub		
	passive website signups	subscriber updates		Paid Social Media Campaign	Online Newspaper Ads		QUILCENE DEMO
	videos			video			GARDINER DEMO
May							
2023		print news brief	press release	Paid Social Media Campaign	Online Newspaper Ads		MARROWSTONE DEMO
	passive website signups	weekly e-news		Paid Social Media Campaign		Targeted direct mail postcards	CAPE GEORGE DEMO
	videos	subscriber updates		video			
June							
2023		print news brief	radio	Paid Social Media Campaign	Online Newspaper Ads		
	passive website signups	weekly e-news		Paid Social Media Campaign		door hangers	Chimacum Farmers Market
	videos	subscriber updates		video			
July							
2023		print news brief	press release	Paid Social Media Campaign	Qtrly Pub		MARROWSTONE DEMO
	passive website signups	weekly e-news		Paid Social Media Campaign	Online Newspaper Ads	door hangers	CAPE GEORGE DEMO
	videos	subscriber updates		video			Chimacum Farmers Market
August							
2023		print news brief	radio	Paid Social Media Campaign		door hangers	JEFERSON COUNTY FAIR
	passive website signups	weekly e-news		Paid Social Media Campaign	Online Newspaper Ads	Targeted direct mail postcards	Chimacum Farmers Market
	videos	subscriber updates		video			

Month	Website	JPUD Newsletters	Earned Media	Social Media	Advertising	Direct Mail	In Person Demos-
September							
2023		print news brief	press release	Paid Social Media Campaign			QUILCENE FAIR
	passive website signups	weekly e-news		Paid Social Media Campaign	Online Newspaper Ads	door hangers	Chimacum Farmers Market
	videos	subscriber updates		video			COYLE Community Center
October							
2023		print news brief		Paid Social Media Campaign	Qtrly Pub	door hangers	
	passive website signups	weekly e-news		Paid Social Media Campaign		Targeted direct mail postcards	PORT LUDLOW
	videos	subscriber updates		video			
November							
2023		print news brief	radio	Paid Social Media Campaign	Online Newspaper Ads	door hangers	
	passive website signups	weekly e-news		Paid Social Media Campaign			
	videos	subscriber updates		video			
December							
2023		print news brief		Paid Social Media Campaign	Qtrly Pub	door hangers	
	passive website signups	weekly e-news	press release	Paid Social Media Campaign	Online Newspaper Ads	Targeted direct mail postcards	
	videos	subscriber updates		video			



Questions?



**PUBLIC UTILITY DISTRICT NO.1
OF
JEFFERSON COUNTY**

RESOLUTION NO. 2022-XXXX-

A Resolution of the Board of Commissioners of Public Utility District (PUD) No. 1 of Jefferson County, Washington, authorizing the General Manager to take all necessary steps to apply for the ReConnect Program, United States Department of Agriculture (USDA), and execute related grant and loan agreements.

WHEREAS, the PUD has been developing a Broadband fiber optic network to provide retail and wholesale Internet Services to serve the residents of Jefferson County, Washington over the past several years; and

WHEREAS, the Board of Commissioners adopted Resolution No. 2022-001 that assigned Representative-Signature-Certifier security role on behalf of the PUD, to be responsible for providing signatures, authorizing certifications, entering and updating applications, submitting applications for consideration, and assigning access to new users in USDA's online application system for the ReConnect Program and Community Connect Grant Program, consistent with ReConnect Program; and

WHEREAS, the PUD is preparing applications for grant and loan funding from the ReConnect Program to build fiber internet connections to unserved residents in the southeast Jefferson County project area - stretching from Chimacum through Port Ludlow and down to the Coyle area; and

WHEREAS, consistent with Engrossed Substitute House Bill 1336 and Senate Bill 5383, the PUD has been consulting with the Washington State Broadband Office and provided formal notice regarding its intent to provide Broadband Services in Resolution No. 2021-037.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, that the foregoing recitals are incorporated herein, and that the General Manager is authorized to take all necessary steps to apply for the ReConnect grant and loan program through the USDA and execute any related grant and loan agreements.

ADOPTED at a Special meeting of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, this 13th day of October, 2022.

Ken Collins, President

ATTEST:

Jeff Randall, Vice President

Dan Toepper, Secretary

**PUBLIC UTILITY DISTRICT NO.1
OF
JEFFERSON COUNTY**

RESOLUTION NO. 2022-XXXX

A Resolution of the Board of Commissioners of Public Utility District (PUD) No. 1 of Jefferson County, Washington, authorizing rates for the sale of retail Internet Services; approving revised rates for Retail Broadband Services.

WHEREAS, the PUD has been working on the development of a Broadband fiber optic network to provide retail and wholesale Internet Services to serve the residents of Jefferson County, Washington over the past several years; and

WHEREAS, at the April 13, 2021 Special meeting of the PUD, staff presented initial drafts of retail and wholesale rates for proposed services to be offered for Retail and Wholesale Broadband Services, and the Board of Commissioners also reviewed these rates and policies on April 20, 2021, May 4, 2021, May 25, 2021 and September 6, 2022; and

WHEREAS, at its June 15, 2021 Regular meeting, the Board of Commissioners, authorized staff to apply for both state and federal broadband grant funding sources, and specifically authorized the PUD to apply for a Community Economic Revitalization Board (CERB) grant in Resolution No. 2021-016; and

WHEREAS, at the July 6, 2021 Regular meeting of the Board of Commissioners the staff presented a plan regarding the Quilcene, Discovery Bay and Gardiner communities in Jefferson County, Washington (the “Olympic Fiber Corridor Project”) demonstrating the unserved and underserved nature of Broadband services in these communities; and

WHEREAS, at the July 6, 2021 Regular meeting the Board of Commissioners of the PUD adopted Resolution No. 2021-018 authorizing PUD staff to respond to a Request for Information from the Washington State Broadband Office and for the PUD to commit the resources necessary to serve as a provider for retail and wholesale Internet Services for the Olympic Fiber Corridor Project; and

WHEREAS, on July 26, 2021 the Washington State Broadband Office notified the PUD that the Olympic Fiber Corridor Project had been selected to be included in the Washington State Broadband Office’s application for funding through a grant from the National Telecommunications Information Administration (“NTIA”). The NTIA grant provides new federal funding for deployment of broadband infrastructure; and

WHEREAS, consistent with Engrossed Substitute House Bill 1336 and Senate Bill 5383, the PUD has been consulting with the Washington State Broadband Office and provided formal notice regarding its intent to provide Broadband Services in Resolution No. 2021-037; and

WHEREAS, it is necessary for grant purposes to adopt current rates and charges for Retail and Wholesale Broadband Services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, that the rates and charges for Retail Broadband Services, attached as Exhibit 1 to this Resolution are reasonable and hereby adopted and will be effective as of November 1, 2022.

ADOPTED at a regular meeting of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, this 13th day of October 2022.

Ken Collins, President

ATTEST:

Jeff Randall, Vice President

Dan Toepper, Secretary

Jefferson County PUD
RATE SCHEDULE
Retail Broadband Services
Effective November 1, 2022

- A. The rates listed on this schedule are available to residents and businesses who are within reach to connect to the Jefferson PUD fiber network. The PUD reserves the right, at its sole option to discontinue or modify services and prices listed in this rate schedule at any time.
- B. All retail broadband and related services provided by the PUD are subject to the terms and conditions in the PUD's Retail Telecommunications Policies, as may be amended from time-to-time.
- C. The amount of any tax levied by any governmental entity, in accordance with the laws of the State of Washington, will be added to the charges shown in this rate schedule.
- D. Rates listed in all tables below are monthly recurring charges unless otherwise noted.
- E. The rates for payment-related issues such as late payment fees, charges for bad checks, etc. are the same as applied for residential electric service.
- F. The PUD may enter into contractual arrangements with a customer for any services not included on this rate sheet. The PUD must get Board approval for any contract greater than \$1,000 in monthly recurring fees.
- G. The PUD offers a low-income discount for residential connections where somebody in a household meets the FCC's definition of those eligible for a discount. That definition currently includes anybody that is part of the Supplemental Nutrition Assistance Program (SNAP), Medicaid, Federal Public Housing Assistance, Supplemental Security Income, the Veterans and Survivors Pension Benefit, or certain Tribal Programs. The FCC may periodically change this definition. Residential customers must request the discount and receiving the discount requires that the PUD approve eligibility.
- H. General Service Areas refer to sections within the PUD's service territory where aid-to- construction costs may apply in determining connection fees per new service drop.
- I. Special Project Areas refer to designated zones within the PUD's service territory where grant-or other funding sources allow for the possible waiver of construction fee for new service drops of 1000 feet or less. Special Project Areas will be posted on the PUD's website when designated.

Exhibit 1

Residential PON Rates	
Shared Network. Unlimited usage with no data caps. Does not include taxes or fees.	
150/150 Mbps Broadband Internet Includes 1 Gig WiFi Router	\$65/month
1/1 Gbps Broadband Internet Includes 1 Gig WiFi Router	\$75/month
3/3 Gbps Broadband Internet Includes 10 Gig WiFi Router	\$175/month
Low-Income Discount: <i>Only one discount provided per qualified household</i>	-\$20/month
ADDITIONAL RESIDENTIAL SERVICES AND PRODUCTS	
WiFi Mesh Modem Rental (1 Gbps)	\$15/month per unit
WiFi Mesh Modem Rental (10 Gbps)	\$25/month per unit
Home Control App Suite	\$10/month
VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SERVICE	
Local Telephone Line with numerous features and unlimited long distance calling to the continental United States and a few other countries.	\$20/month
VOIP Low Income Rate	\$15/month

Exhibit 1

Business PON Rates Shared Network. Unlimited usage with no data caps. Includes Business App Control Suite.	
1/1 Gbps Broadband Internet Includes 1 Gig WiFi Router and 1 fixed IP address	\$100/month
3/3 Gbps Broadband Internet Includes 10 Gig WiFi Router and 2 fixed IP address	\$200/month
5/5 Gbps Broadband Internet Includes 10 Gig WiFi Router and 5 fixed IP addresses. MTU Compatible.	\$500/month
10/10 Gbps Broadband Internet Includes 10 Gig WiFi Router, dedicated fiber and port, and 5 fixed IP addresses. MTU Compatible.	\$1,000/month
ADDITIONAL BUSINESS SERVICES AND PRODUCTS	
WiFi Mesh Router Rental (1Gbps ports)	\$15/month per unit
WiFi Mesh Router Rental (10 Gbps ports)	\$25/month per unit
Additional IP Addresses (block of 5)	\$25/month
Additional IP Addresses (block of 13)	\$50/month
VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SERVICE	
Local Telephone Line with numerous features and unlimited long distance calling to the continental United States and a few other countries.	\$30/month
Full Business Solution	Request Quote
Labor Charges To be applied per hour to any work requested by customer that is not included in a standard installation. Applies to both residential and business customers. Minimum charge is for ½ hour of time.	
Standard Labor Charge	\$150 per hour
Overtime Labor Charge	\$250 per hour
CONNECTION FEE PER NEW SERVICE DROP	
GENERAL SERVICE AREA	Aid to Construction charges may apply. Aid to Construction costs will be estimated per connection request.
SPECIAL PROJECT AREA	Installation is generally free for any drop of 1,000 feet or less. The PUD reserves the right to apply special construction charges for drops over that length. The PUD also reserves the right to bill extra charges for drops less than 1,000 feet that require construction under a significant amount of concrete, pavement, or other impediments.
PORT TOWNSEND BUSINESS DISTRICT LOAN PROJECT Requires proof of business license.	\$1,200 per premises.

Jefferson County PUD Internet Services

Acceptable Use Policy

Free Speech Policy

Jefferson County Public Utility District No. 1 (“JPUD”) is committed to operating a network that values your right to open and free speech. It is the intent of this Acceptable Use Policy and the related Internet Service Subscriber Agreement to be administered and interpreted to protect your rights to open and free speech.

JPUD is also committed to the following principles regarding the delivery of internet service:

OPEN ACCESS

JPUD’s network and Service will be Open Access to all providers who meet the service standard requirements for operating on our network.

NO DATA CAPS

JPUD does not currently enforce specific limitations on the amount of Internet data utilized by its customers through data caps or usage-based billing.

NETWORK NEUTRALITY

JPUD honors network neutrality principles and will not block, slow, or monitor traffic to any particular websites (subject only to reasonable network management requirements).

DISPUTE RESOLUTION

JPUD has adopted a Customer Dispute process, at the end of this Acceptable Use Policy, to provide a review of operational decisions made pursuant to the Acceptable Use Policy and Internet Service Subscriber Agreement.

JPUD does not monitor your usage of the Internet, the web pages you visit, review your on-line correspondence or any similar activity unless the nature of that activity is unlawful or is contrary to reasonable network management requirements.

Introduction

JPUD seeks to provide our customers with the best Internet service possible, and we have adopted this Acceptable Use Policy (“Policy”) to help accomplish this. This Policy outlines acceptable use of JPUD Internet Services and any associated services (the “Service”), as

well as examples of permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the JPUD Internet Service Subscriber Agreement (the “Agreement”). Any use of JPUD’s Internet Services constitutes agreement to all terms in this Policy and the Agreement.

JPUD may revise this Policy from time to time by posting a new version on our web site. All revised versions of the Policy are effective immediately upon posting and after email notification to customers. JPUD customers should regularly visit our web site and review this Policy to ensure that their activities conform to the most up to date Policy.

Customer Responsibility

You are personally responsible for all use of the Service under your account. As a customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of external intrusion. Failure to comply with these or any other JPUD policies could result in the suspension or termination of the Service. JPUD reserves the right to immediately terminate the Service and the Agreement if you engage in any unlawful activity

Prohibited Uses

You agree to use JPUD Internet Service only for lawful purposes.

The following list of prohibited uses is provided as an example only, other uses may also be found to be in violation of JPUD’s Acceptable Use Policy. You may not use, or allow others to use, the Service or JPUD equipment, either directly or indirectly, to:

- post, store, transmit, promote, or facilitate the distribution of any information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or illegal, including but not limited to, material that would constitute or encourage copyright or trademark infringement, a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;

- enable persons under 18 years of age to obtain material that is prohibited by law to be sent or displayed.

- post, transmit, promote, or facilitate the distribution of any unsolicited advertising, including but not limited to, mass or bulk e-mail, promotional materials or other forms of solicitation to other individuals or entities;

- participate in the collection of email addresses or other identifiers of others without their prior consent, or participate in the use of software (including “spyware”) designed to facilitate this activity;

~~collect, or attempt to collect, personal information about others without their prior consent;~~

impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other fraudulent activity;

access any other person's computer system, software, or data without their knowledge and consent; breach the security of JPUD or another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other host, networks, or accounts;

resell the Service, or otherwise make available to anyone outside the primary residence or primary business location, the ability to use the Service;

restrict, inhibit, or otherwise interfere with the ability of other persons to use or enjoy the service, including, without limitation, posting or transmitting any information or software that contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

restrict, inhibit, interfere with, or otherwise disrupt JPUD's Service or any JPUD host, server, backbone network, node or service, or otherwise cause a performance degradation to any JPUD facilities used to deliver the Service;

interfere with telecommunication or computer networking service to any user, host, or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host;

violate the rules, regulations, or policies applicable to any network, server, computer database, or web site that you access.

Inappropriate Content and Transmissions

JPUD reserves the right, but does not have the obligation, to refuse to transmit or post, and to remove or block any information or materials, in whole or in part, that is offensive, indecent, or otherwise inappropriate under any local, state or federal law. Neither JPUD nor its affiliates, suppliers or agents have any obligation to monitor the Service. However, JPUD and its affiliates, suppliers or agents have the right to monitor these transmissions and postings ~~in response to possible or alleged from time to time for~~ violations of this Policy and to disclose, block, or remove them if in violation of local, state or federal law.

Network, Bandwidth, Data Storage and Other Limitations

You must comply with all current bandwidth, data storage, and other limitations on the Service established by JPUD and its suppliers. You must ensure that activity on your account does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of JPUD) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede JPUD's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services.

Violation of Acceptable Use Policy

Although JPUD has no obligation to monitor the Service and/or the network, in order to protect the network, the Service and JPUD users, JPUD and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; . If the Service is used in a way that violates this Policy, JPUD or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. None of JPUD or its affiliates, suppliers, or agents will have any liability for any these responsive actions.

These actions are not JPUD's exclusive remedies and JPUD may take any other legal or technical action it deems appropriate. JPUD reserves the right to investigate suspected violations of this Policy, including ~~the gathering of information from the user or users involved and the complaining party, if any, and~~ examination of material on JPUD's servers and network. During an investigation, JPUD may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize JPUD and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include JPUD providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, JPUD is authorized to delete any files, programs, data and e-mail messages associated with your account, consistent with its legal obligations.

The failure of JPUD or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Customer Dispute of Claimed Violation of Acceptable Use Policy

Informal Conference

A Customer who disputes a claimed violation of the Acceptable Use Policy shall have the right to an informal conference with JPUD's Broadband Director in the District.

1. Informal conferences shall take place during normal business hours, 9:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.
2. The Customer may either appear in person in the District's office or confer by telephone.
3. JPUD's Broadband Director shall have the authority to reach agreements with the Customer to restore the Service.

Appeal Hearings

If a Customer is not satisfied with the determination of JPUD's Broadband Director during the informal conference, the Customer may schedule a hearing with the District Hearing Officer.

The Hearing Officer and any Deputy or Assistant Hearing Officers shall be management-level employees and shall be appointed by the Commission from employees whose other duties are not connected with the Broadband Department.

A written appeal by a Customer must be filed with the Hearing Officer within five (5) business days after the determination of the informal conference.

In response to a timely appeal, the Hearing Officer shall arrange an appeal hearing at a mutually convenient and accessible location or conduct the hearing by telephone. Such hearing must be scheduled during normal business hours – 9:00 a.m. to 4:30 p.m., Monday through Friday, and within seven (7) business days of the Customer's appeal.

If the Customer requests, a record will be made of the proceedings. The Hearing Officer may use a tape recorder or other means of preserving a record which he/she deems appropriate; the Customer may provide, at his/her own expense, a court reporter, or supplemental means of providing a record. The Customer shall have the right to counsel

The Customer shall open the hearing with a statement of the nature of the appeal and shall present whatever evidence the Customer deems relevant. The Customer shall have the reasonable right to examine the records of the District relating to his/her account. After the Customer has completed presenting his/her appeal, the appropriate District personnel shall provide the District's position. The Customer shall have the right to rebuttal.

The Hearing Officer shall provide the Customer with a written decision setting forth (a) the nature of the Customer's appeal; (b) the decision of the Hearing Officer; and (c) the reasons for the decision of the Hearing Officer. The written decision shall be promptly sent to the Customer by certified mail and may also be communicated by telephone.

In no event will an appeal of JPUD action taken pursuant to this Acceptable Use Policy prevent JPUD from taking any action that in its judgement protects the Service, the Customer and/or its vendors. Any claims must be filed pursuant to Washington state law.

Digital Millennium Copyright Act

JPUD is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is JPUD 's policy in accordance with the DMCA and other applicable laws to reserve the right to restrict the use of or terminate Services provided to any customer who is either found to infringe third party copyright or other intellectual property rights, including alleged repeat infringers, or who JPUD believes in its sole discretion is or may likely be infringing these rights. JPUD may terminate the Service of any such customer at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Services by sending JPUD 's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon JPUD's receipt of a satisfactory notice of claimed infringement for these works, JPUD will take appropriate action. If the affected customer believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to JPUD. Upon JPUD's receipt of a counter notification that satisfies the requirements of DMCA, JPUD will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that JPUD will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Contact:
Mail

DMCA Agent
JPUD No. 1
Attn: Copyright Claims
310 Four Corners Rd
Port Townsend, WA 98368

E-mail

dmca@jeffpud.org

Jefferson County PUD Internet Services

Acceptable Use Policy

Free Speech Policy

Jefferson County Public Utility District No. 1 (“JPUD”) is committed to operating a network that values your right to open and free speech. It is the intent of this Acceptable Use Policy and the related Internet Service Subscriber Agreement to be administered and interpreted to protect your rights to open and free speech.

JPUD is also committed to the following principles regarding the delivery of internet service:

OPEN ACCESS

JPUD’s network and Service will be Open Access to all providers who meet the service standard requirements for operating on our network.

NO DATA CAPS

JPUD does not currently enforce specific limitations on the amount of Internet data utilized by its customers through data caps or usage-based billing.

NETWORK NEUTRALITY

JPUD honors network neutrality principles and will not block, slow, or monitor traffic to any particular websites (subject only to reasonable network management requirements).

DISPUTE RESOLUTION

JPUD has adopted a Customer Dispute process, at the end of this Acceptable Use Policy, to provide a review of operational decisions made pursuant to the Acceptable Use Policy and Internet Service Subscriber Agreement.

JPUD does not monitor your usage of the Internet, the web pages you visit, review your on-line correspondence or any similar activity unless the nature of that activity is unlawful or is contrary to reasonable network management requirements.

Introduction

JPUD seeks to provide our customers with the best Internet service possible, and we have adopted this Acceptable Use Policy (“Policy”) to help accomplish this. This Policy outlines acceptable use of JPUD Internet Services and any associated services (the “Service”), as well as examples of permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in

addition to the restrictions contained in the JPUD Internet Service Subscriber Agreement (the "Agreement"). Any use of JPUD's Internet Services constitutes agreement to all terms in this Policy and the Agreement.

JPUD may revise this Policy from time to time by posting a new version on our web site. All revised versions of the Policy are effective immediately upon posting and after email notification to customers. JPUD customers should regularly visit our web site and review this Policy to ensure that their activities conform to the most up to date Policy.

Customer Responsibility

You are personally responsible for all use of the Service under your account. As a customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of external intrusion. Failure to comply with these or any other JPUD policies could result in the suspension or termination of the Service. JPUD reserves the right to immediately terminate the Service and the Agreement if you engage in any unlawful activity

Prohibited Uses

You agree to use JPUD Internet Service only for lawful purposes.

The following list of prohibited uses is provided as an example only, other uses may also be found to be in violation of JPUD's Acceptable Use Policy. You may not use, or allow others to use, the Service or JPUD equipment, either directly or indirectly, to:

- post, store, transmit, promote, or facilitate the distribution of any information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or illegal, including but not limited to, material that would constitute or encourage copyright or trademark infringement, a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;

- enable persons under 18 years of age to obtain material that is prohibited by law to be sent or displayed.

- post, transmit, promote, or facilitate the distribution of any unsolicited advertising, including but not limited to, mass or bulk e-mail, promotional materials or other forms of solicitation to other individuals or entities;

- participate in the collection of email addresses or other identifiers of others without their prior consent, or participate in the use of software (including "spyware") designed to facilitate this activity;

- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other fraudulent activity;

- access any other person's computer system, software, or data without their knowledge and consent; breach the security of JPUD or another user; or attempt

to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other host, networks, or accounts;

resell the Service, or otherwise make available to anyone outside the primary residence or primary business location, the ability to use the Service;

restrict, inhibit, or otherwise interfere with the ability of other persons to use or enjoy the service, including, without limitation, posting or transmitting any information or software that contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

restrict, inhibit, interfere with, or otherwise disrupt JPUD's Service or any JPUD host, server, backbone network, node or service, or otherwise cause a performance degradation to any JPUD facilities used to deliver the Service;

interfere with telecommunication or computer networking service to any user, host, or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host;

violate the rules, regulations, or policies applicable to any network, server, computer database, or web site that you access.

Inappropriate Content and Transmissions

JPUD reserves the right, but does not have the obligation, to refuse to transmit or post, and to remove or block any information or materials, in whole or in part, that is offensive, indecent, or otherwise inappropriate under any local, state or federal law. Neither JPUD nor its affiliates, suppliers or agents have any obligation to monitor the Service. However, JPUD and its affiliates, suppliers or agents have the right to monitor these transmissions and postings in response to possible or alleged violations of this Policy and to disclose, block, or remove them if in violation of local, state or federal law.

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These actions are not JPUD's exclusive remedies and JPUD may take any other legal or technical action it deems appropriate. JPUD reserves the right to investigate suspected violations of this Policy, including examination of material on JPUD's servers and network. During an investigation, JPUD may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize JPUD and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include JPUD providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, JPUD is authorized to delete any files, programs, data and e-mail messages associated with your account, consistent with its legal obligations.

The failure of JPUD or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

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The Hearing Officer and any Deputy or Assistant Hearing Officers shall be management-level employees and shall be appointed by the Commission from employees whose other duties are not connected with the Broadband Department.

A written appeal by a Customer must be filed with the Hearing Officer within five (5) business days after the determination of the informal conference.

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If the Customer requests, a record will be made of the proceedings. The Hearing Officer may use a tape recorder or other means of preserving a record which he/she deems appropriate; the Customer may provide, at his/her own expense, a court reporter, or supplemental means of providing a record. The Customer shall have the right to counsel

The Customer shall open the hearing with a statement of the nature of the appeal and shall present whatever evidence the Customer deems relevant. The Customer shall have the reasonable right to examine the records of the District relating to his/her account. After the Customer has completed presenting his/her appeal, the appropriate District personnel shall provide the District's position. The Customer shall have the right to rebuttal.

The Hearing Officer shall provide the Customer with a written decision setting forth (a) the nature of the Customer's appeal; (b) the decision of the Hearing Officer; and (c) the reasons for the decision of the Hearing Officer. The written decision shall be promptly sent to the Customer by certified mail and may also be communicated by telephone.

In no event will an appeal of JPUD action taken pursuant to this Acceptable Use Policy prevent JPUD from taking any action that in its judgement protects the Service, the Customer and/or its vendors. Any claims must be filed pursuant to Washington state law.

Digital Millennium Copyright Act

JPUD is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is JPUD's policy in accordance with the

DMCA and other applicable laws to reserve the right to restrict the use of or terminate Services provided to any customer who is either found to infringe third party copyright or other intellectual property rights, including alleged repeat infringers, or who JPUD believes in its sole discretion is or may likely be infringing these rights. JPUD may terminate the Service of any such customer at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Services by sending JPUD 's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon JPUD's receipt of a satisfactory notice of claimed infringement for these works, JPUD will take appropriate action. If the affected customer believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to JPUD. Upon JPUD's receipt of a counter notification that satisfies the requirements of DMCA, JPUD will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that JPUD will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Contact:	DMCA Agent
Mail	JPUD No. 1 Attn: Copyright Claims 310 Four Corners Rd Port Townsend, WA 98368
E-mail	dmca@jeffpud.org

Jefferson County PUD Internet Services

Subscriber Agreement

This Internet Service Subscriber Agreement (the “Agreement”) sets forth the terms and conditions under which Jefferson County Public Utility District No. 1 (“JPUD”) will provide Internet service to you (“Customer”) at your home or business. By subscribing to or using JPUD’s Internet services and/or any related products, equipment, or services, you agree to all of the terms and conditions set forth in this Agreement.

Agreement and Term

The Agreement, in addition to the terms and conditions provided below, also incorporates the following policies:

- JPUD Acceptable Use Policy
- JPUD Customer Service Policies
- JPUD Data Privacy Guidelines

The Acceptable Use Policy, Customer Service Policies and Data Privacy Guidelines are hereby incorporated into this Agreement, and they shall apply to the Agreement as if fully set forth herein. In the event of a conflict between the Customer Service Policies and Data Privacy Guidelines and, this Agreement, this Subscriber Agreement shall govern. However, In the event of any conflict between this Subscriber Agreement and the Acceptable Use Policy, the Acceptable Use Policy shall govern.

This Agreement shall have an initial term of one month and shall automatically renew each month for additional one-month periods, unless either Party provides notice of termination.

Service and Equipment

JPUD will provide you with interactive access to the Internet from a connection in your home or business (the “Service”). The type of service, monthly rates and installation costs are those you have requested in writing or selected via JPUD’s customer web portal. This Agreement contains all the terms and conditions for JPUD to provide the Service, and unless set forth in writing in this Agreement, no other representation, warranty, term or condition shall be binding on JPUD.

JPUD reserves the right to modify the terms of this Agreement from time to time by posting a notice of a new version of this document on JPUD’s web site. In addition, JPUD will provide an email notification of the new version to all customers at the email provided in the Customer Application. All revised copies of the Agreement are effective immediately upon sending of the email notification. Accordingly, JPUD customers should regularly visit our web site and review the notifications regarding the Agreement to ensure that their activities conform to the most recent version. Your continued use of the Service and/or any related products, equipment or services following modification to this Agreement shall be deemed as acceptance of such modification.

Installation and Access

You agree that JPUD, its employees, contractors, and agents may enter your home or business (the "Premises") where the Service is scheduled to be provided and/or JPUD's equipment is installed at reasonable times for the purposes of installing, adjusting, repairing, replacing, maintaining, upgrading, moving or removing any JPUD equipment as necessary. You represent that you either own the Premises or have the proper rights and permissions from the Premises' owner to grant JPUD access to perform the activities necessary to provide the Service. You also agree to allow access for the purpose of checking operation and performance of the Service and JPUD's equipment. You may always ask for proper identification anytime a JPUD employee, contractor, or agent requests entry onto your Premises. If proper identification is not provided, you may refuse access to the Premises.

JPUD shall provide all customer equipment necessary to provide the Service which shall remain the property of JPUD unless otherwise stated.

General Subscriber Obligations

You are accepting this Agreement on behalf of yourself and any person who accesses the Service through the connection in your home or business. You assume responsibility to ensure that all other users understand this Agreement and comply with its terms. Your acceptance of the Service from JPUD constitutes your agreement with, and acceptance of, the JPUD Acceptable Use Policy and the Data Privacy Guidelines on our website.

Subscription to the Service is restricted to individuals of at least 18 years of age and to businesses. By subscribing to the Service, you certify that you are at least 18 years of age or are a business operating in the State of Washington.

By subscribing to the Service, you agree that we may provide to you by use of electronic communications required notices, agreements, and other information concerning JPUD, including changes to this Agreement, the Authorized Use Policy, and the Privacy Statement, and marketing materials related to the Service.

You agree that your application for the Service provides JPUD with accurate, complete and current information, including your legal name, address, telephone number(s) and payment data (i.e., credit, debit or credit card numbers and expiration dates) upon subscribing to the Service. You agree to promptly inform JPUD if there is any change in the information you provided to JPUD at the time of enrollment. Failure to provide accurate information constitutes a breach of this Agreement and may result in termination of the Service.

The Service is provided to you at the service address listed on your application for the Service. You may not transfer your rights and obligations under this Agreement to any other person or service address without written approval of JPUD.

Service & Installation Charges

You agree to pay any and all fees and recurring charges associated with your chosen level of the Service. You further acknowledge that you have been informed of the rates for these services in effect at the time of installation for the type of service you select. You agree to pay any local, state and/or federal taxes, surcharges, and fees imposed or levied on or with respect to your subscription to or use of the Service. JPUD reserves the right to change the amount of charges, surcharges, and fees from time to time at its discretion and upon 30 days' notice to you by electronic mail.

Pre-payment of charges for installation and the first billing period is due when account is activated. Bills are sent on Customer's anniversary bill day for the period to come. The payment is due within 21 days.

If we have not received payment during the 21-day period, the payment is considered late. A late notice will be issued if we have not received payment within 30 days of the due date. If the account is not paid within 56 days of the due date, the account may be terminated. A \$10 reactivation fee will be charged to reactivate the account. If you discontinue service or your service is terminated, you agree to pay a reconnect charge before reconnection. You further agree to be charged and to pay any outstanding balance in the event of cancellation, deactivation, or termination of your account. In the case of a check returned for non-sufficient funds, JPUD will charge a returned check fee of \$20.00. You will be responsible for all expenses (including reasonable attorneys' fees) incurred by JPUD in collecting any unpaid amounts due in accordance with this Agreement. Note, please refer to JPUD Customer Service Policies regarding JPUD's policies for Customer Rights.

Service and Performance

JPUD will make reasonable efforts to assure that the Service will be available to you 24 hours per day 7 days per week. It is possible, however, that there will be interruptions of service or reduction in performance. JPUD shall not be liable for interruptions caused by failure of equipment or services, failure of communications, power outages, or any other interruptions to the Service.

JPUD shall not be liable for performance deficiencies caused or created by any equipment you use in connection with the Service. JPUD is not responsible to provide for the proper installation, operation and maintenance of any equipment not provided by JPUD used in connection with the Service. Further, you shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with applicable Federal Communications Commission rules and regulations.

Customer Use of the Service

You agree to comply with the JPUD Acceptable Use Policy, and you acknowledge receipt of a copy of that policy.

You are personally responsible for all use of the Service under your account. You agree not to resell, redistribute, assign, transfer, or sublicense your access to the Service in any manner. You agree not to use the Service in any manner that is contradictory to the JPUD Acceptable Use Policy. You agree that any violation of this Agreement shall authorize JPUD to immediately disconnect the Service to you and terminate this Agreement without notice.

You agree not to alter, modify or tamper with the equipment provided by JPUD, or the configuration of such equipment as set by JPUD.

You agree not to use the Service for commercial purposes that are competitive with JPUD's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within JPUDs service area).

LIMITATION OF LIABILITY: NO WARRANTIES

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY, MADE ON BEHALF OF JPUD AND ALL ITS AFFILIATES.

JPUD MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PROVIDED SERVICE OR EQUIPMENT FOR ANY PARTICULAR PURPOSE. JPUD IS NOT RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED BY CUSTOMER FROM, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, DELAYS, MIS- OR NON-DELIVERIES, OR SERVICE INTERRUPTIONS FOR ANY REASON. JPUD SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM OTHERS ACCESSING THE SERVICE OR ANY EQUIPMENT RELATED TO THE SERVICE, VIRUSES, AND ANY USE OF THE SERVICE OR EQUIPMENT THAT IS UNLAWFUL, THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR INTERLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

IN THE EVENT THAT JPUD IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT OR ITS OBLIGATIONS UNDER THIS AGREEMENT FROM A COURT WITH JURISDICTION, JPUD'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO JPUD FOR THE SERVICE FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH DAMAGES.

JPUD IS EXPRESSLY NOT RESPONSIBLE OR LIABLE FOR THE CONTENT OF ANY TRANSMISSION ACROSS ITS NETWORK.

Indemnification

You agree to indemnify, defend and hold harmless JPUD, affiliated companies, partners, licensors, commissioners, employees and agents from and against all losses, expenses, damages, liabilities, and costs, including reasonable attorneys' fees, arising out of any violation of this Agreement, the selection or use of your personal information, including your identity, or any activity related to your account by you or any other person accessing the Service using your account.

You agree to make payment of all proper charges for labor and services required under this Agreement and you shall indemnify JPUD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; your failure of performance under this Agreement; or your negligence in the performance of your duties under this Agreement, or any act or omission on your part or your agents, employees, or servants. JPUD is not obligated to indemnify you, and you shall defend and indemnify JPUD hereunder, for any claims by any third party arising from the Service provided to you.

Termination

This Agreement, the license provided herein, and your right to use the Service may be terminated by JPUD at any time for any reason, with 30 days written notice by JPUD to you. In addition, you may terminate this Agreement at any time by notifying JPUD Customer Service. If the customer cancels service, all JPUD equipment must be returned to JPUD's office in good working order within 60 days, or the customer will be charged \$150. Note, please refer to JPUD Customer Service Policies regarding JPUD's policies for Customer Rights.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules and jurisdictions for any claim or cause of action shall lie in Jefferson County, Washington. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s).