TEAMPHARR.NET
POWERED BY THE CITY OF PHARR

RESIDENTIAL SERVICES AGREEMENT

The City of Pharr and TeamPharr.Net Broadband are proud to serve you!

The following is an Agreement between you and TeamPharr.Net Broadband under which you agree to use and we agree to provide TeamPharr.Net Broadband services.

ACCEPTANCE OF THIS AGREEMENT

TeamPharr.Net Broadband ("TeamPharr.Net") residential fiber-optics Internet, associated services ("Services") and any equipment that is owned and provided by TeamPharr.Net ("TeamPharr.Net Equipment") in connection with the Services will be provided to the customer of record as shown on the TeamPharr.Net and/or Water Utility bill (collectively "Customer", "you" or "your"). The Customer shall be solely responsible for complying with all the terms and conditions of this Agreement. The name and address shown on the TeamPharr.Net bill shall be the name and address of record ("Premises") and shall be the location where TeamPharr.Net provides the Services and TeamPharr.Net Equipment to Customer. The agreement for a Customer's use of the Services and TeamPharr.Net Equipment shall be according to the terms and conditions contained in this Agreement ("Agreement"). If Customer uses or otherwise accepts any Services or TeamPharr.Net Equipment, the Customer is accepting this Agreement and agrees to be bound by its terms. The Customer may not modify this Agreement by making any typed, handwritten, or any other changes for any purpose.

ACCEPTABLE USE OF SERVICES

The Services and TeamPharr.Net Equipment provided to Customer shall only be used by the Customer for your personal, residential, non- commercial use. Customer shall not: (i) make the Services and/or TeamPharr.Net Equipment available, nor permit the Services and/or TeamPharr.Net Equipment to be made available or to provide television, Internet, telephone or similar services to one or more third parties; (ii) resell or transfer the Services or TeamPharr.Net Equipment to any other person for any purpose, or charge others to use the Services or TeamPharr.Net Equipment; (iii) use the Services in any manner that is contradictory to TeamPharr.Net's Acceptable Use Policy; (iv) tamper with, disrupt, or "hack" any Service or TeamPharr.Net Equipment; (v) make use of the Services or TeamPharr.Net Equipment in any way that is inconsistent with their intended purpose. A Customer's use of the Services is subject to TeamPharr.Net's Acceptable Use Policy and Privacy Notice and you agree to be bound by these policies. Copies of this Agreement, the Acceptable Use Policy and the Privacy Notice are available at www.TeamPharr.Net. A Customer who violates any terms contained in this Agreement or in any applicable policy are subject to have their Services suspended or terminated. It is Customer's responsibility to read and understand this Agreement and all applicable policies prior to accepting any Services and TeamPharr.Net Equipment. It is Customer's sole responsibility for ensuring that other users of the Services and TeamPharr.Net Equipment understand and comply with this Agreement and all applicable policies.

UNAUTHORIZED USE OF THE SERVICES OR TAMPERING

Customer agrees not to use or assist any other person to use any unauthorized equipment or device to access or tamper with TeamPharr.Net's fiber optic network, the Services, or TeamPharr.Net Equipment for any purpose including, but not limited to, the unauthorized use and reception of the Services. TeamPharr.Net may terminate the Services and seek damages from Customer if you perform any action described above. The unauthorized use, access or tampering of the TeamPharr.Net fiber optic network, Services, or TeamPharr.Net Equipment may result in criminal prosecution.

INSTALLATION AND ACCESS

Customer agrees and authorizes TeamPharr.Net, its employees, representatives, contractors, and agents to access and otherwise enter the Premises where the Services are provided and/or TeamPharr.Net Equipment is installed at reasonable times for the purposes of installing, adjusting, repairing, replacing, maintaining, upgrading, moving, auditing, or removing any TeamPharr.Net Equipment, as necessary. TeamPharr.Net's failure to remove its Equipment shall not be deemed abandonment thereof. If the installation and maintenance of Service are requested at premises that, in TeamPharr.Net's sole discretion, are or may become hazardous or dangerous to our employees, the public or property, TeamPharr.Net may refuse to install and maintain such Service. You represent that you either own the Premises or have the proper rights and permissions from the Premises owner to grant TeamPharr.Net access to perform the activities specified above. Customer also agrees to allow access for the purpose of checking

the operation and performance of the Services and TeamPharr.Net Equipment. Customer may always ask for proper identification anytime a TeamPharr.Net employee, representative, contractor, or agent requests entry to the Premises. If identification is not provided, please do not allow access to the Premises.

TEAMPHARR.NET OWNED EQUIPMENT

All TeamPharr.Net Equipment that is issued and not sold to Customer by TeamPharr.Net which includes, but not limited to, devices, software, and hardware shall remain the property of TeamPharr.Net at all times and will not be deemed a fixture or in any way a part of the Premises. Customer expressly agrees that you will use the TeamPharr.Net Equipment exclusively for the Services. Customer agrees to be responsible for any loss, theft, or damage to the TeamPharr.Net Equipment. TeamPharr.Net may replace or remove any TeamPharr.Net Equipment, at TeamPharr.Net's discretion, at any time the Services are active or following the termination of the Services. Customer understands that if you make any addition to, removal of, or change to the TeamPharr.Net Equipment this may interrupt the Services. Customer may not sell, lease, abandon, or give away any TeamPharr.Net Equipment. The Services and TeamPharr.Net Equipment may only be used at the Premises unless expressly authorized by TeamPharr.Net. At Customer's request, TeamPharr.Net may relocate the TeamPharr.Net Equipment for a charge of $100.00. Customer understands and acknowledges that if you attempt to install or use the Services or TeamPharr.Net Equipment at a location other than the Premises or as otherwise expressly authorized by TeamPharr.Net, the Services and TeamPharr.Net Equipment may fail to function or may function improperly.

CUSTOMER OWNED EQUIPMENT

TeamPharr.Net is not responsible for the maintenance, operation, service, repair, or replacement of any equipment owned by Customer that is connected to or used in conjunction with to the Services and TeamPharr.Net Equipment including, without limitation, televisions, computers, tablets, telephones, routers, or any other equipment you own. TeamPharr.Net makes no representation or warranty that any software or application installed or downloaded on Customer equipment does not contain a virus or other harmful software. It is Customer's sole responsibility to take appropriate precautions to protect your equipment from damage to its software, files, and data as a result of any such virus or other harmful software. TeamPharr.Net will not be responsible for any damage to Customer equipment arising from such activities.

WIRING

All inside wiring located in the Premises is owned by the Customer and is the Customer's responsibility regardless if TeamPharr.Net installed the inside wiring. Ownership of the inside wiring begins twelve (12) inches from where the wiring enters the outside of the Premises. TeamPharr.Net has no responsibility for the operation, maintenance, repair, replacement, or support of any inside wiring.

CREDIT POLICY AND INITIAL MONTHLY SERVICE FEE

By making a request for Services, you agree that TeamPharr.Net may review your previous billing history with TeamPharr.Net and Water Utility Billing. TeamPharr.Net will require you to pay the initial first month of service to TeamPharr.Net for the Services and/or the TeamPharr.Net Equipment prior to activation of the Services or providing you with the TeamPharr.Net Equipment.

BILLING AND PAYMENTS

TeamPharr.Net will bill all charges associated with the Services and TeamPharr.Net Equipment monthly in advance plus applicable federal, state, and local taxes, and all other regulatory and governmental fees including, but not limited to, public, educational, governmental access, and universal service fees. Service charges and TeamPharr.Net Equipment charges will be billed at TeamPharr.Net's then-current fee schedule. You may find TeamPharr.Net's current fee schedule online at www.TeamPharr.Net or by calling TeamPharr.Net's Customer Operations Center at 1-956-402-2000. Some regulatory and government-imposed fees and taxes may be imposed or become applicable retroactively and you will be responsible for paying such fees and taxes. If you are exempt from payment of taxes, you must provide TeamPharr.Net with an original certificate that satisfies all applicable legal requirements for tax-exempt status. A tax exemption will only apply from and after the date, TeamPharr.Net receives it. You agree to pay all charges as shown on your bill on or before the 10th day following the date the bill is due. TeamPharr.Net may, in its sole discretion and according to applicable law, suspend or terminate the Services and remove

TeamPharr.Net Equipment from the Premises if you fail to pay the total bill balance when due after the second month without payment for Internet Services. If the Services are suspended or terminated for failing to pay the total bill balance when due, TeamPharr.Net may require you to pay a reconnection fee. This reconnection fee is in addition to all past due charges. If you pay by credit card but TeamPharr.Net does not receive payment from your credit card issuer or its agents, you agree to pay this amount upon TeamPharr.Net demand. TeamPharr.Net may charge a reasonable fee for all returned checks, credit and debit card chargebacks, and the unpaid amount plus the fee must be paid by cash, cashier's check, or money order. If your payment is returned more than once, TeamPharr.Net may require you to make all future payments by cash, cashier's check, or money order. If TeamPharr.Net retains an agency or attorney to collect any amount owed by you, you will be obligated to pay all of TeamPharr.Net's costs of collection, including court cost and attorneys' fees. By using the Services, you are solely responsible for all such charges payable to third parties that you may incur such as, but not limited to, calling phone numbers that charge for services, purchasing or subscribing to offers through the Internet, or for television content that is available but separate and apart from the Services charged by TeamPharr.Net.

THIRD PARTY LICENSES

Services and TeamPharr.Net Equipment may require the use of third party licenses and may be subject to end-user license agreements. All such licenses and agreements are incorporated herein by reference. You are granted a revocable, nonexclusive license to use the third party licenses strictly in accordance with this Agreement. You agree to comply with all end-user license agreements that accompany the Services and TeamPharr.Net Equipment or are otherwise applicable to your use of the Services. Upon termination of your Services, all third party licenses and end-user license agreements shall terminate, you agree to return all TeamPharr.Net Equipment to TeamPharr.Net, and you agree to return or destroy all versions and copies any software received related to third party licenses and end-user license agreements.

You agree not to use or assist any other person to use any unauthorized equipment or device to access or tamper with TeamPharr.Net'sfiber optic network, the Services, or TeamPharr.Net Equipment for any purpose, including, but not limited to the unauthorized use and reception of the Services. TeamPharr.Net may terminate your Services and seek damages from you if you perform any action described above.

CHANGES TO SERVICE PLANS

You may call TeamPharr.Net Customer Service at 1-956-402-2000 at any time for customer service inquires or to terminate or make changes to your Services. Service Plan changes will only be made to coincide with your billing cycle. Prior to making any changes to your Services, TeamPharr.Net may verify your identity and confirm your elections. Upon termination, you will be charged for all Services up to the termination date and any unreturned TeamPharr.Net Equipment. You agree that immediately upon termination you will stop using the Services and return all TeamPharr.Net Equipment to TeamPharr.Net. You agree that when contacting the Customer Operations Center, TeamPharr.Net may monitor and record any telephone calls or other voice, data, or communications that are transmitted between TeamPharr.Net and its agents and you, your agents, or any user of your Services or TeamPharr.Net Equipment.

CHANGES TO SERVICE TERMS AND CONDITIONS

Subject to applicable law, TeamPharr.Net has the right to change Services, TeamPharr.Net Equipment, rates and charges at any time with or without notice to you. TeamPharr.Net may also change, add, or remove features or offerings contained in the Services including, by not limited to, changes in programing, functionality, equipment requirements, and any terms and conditions related to the Services. TeamPharr.Net may provide you notice of changes by posting these notices on TeamPharr.Net's website at www.TeamPharr.Net, by mail to your billing address, by email to your email address associated with your account, or by including notice in your bill for the Services. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement.

INTELLECTUAL PROPERTY

All intellectual property associated with the Services and TeamPharr.Net Equipment including, but not limited to, all content,

firmware, software, trademarks, trade names, and service marks are owned by TeamPharr.Net, its suppliers, or their licensors and nothing in this Agreement or the use of the Services or TeamPharr.Net Equipment shall grant Customer any right, title, license or any other interest in the intellectual property. Upon termination of the Services, Customer agrees to return to TeamPharr.Net or destroy all intellectual property in the possession of the Customer.

PARENTAL CONTROL

Parental control features are available for your use with the TeamPharr.Net Services. Parents and legal guardians of minors are responsible for the appropriate use of this feature to block or filter websites that may not be appropriate for minors. Assistance can be provided by calling our customer service staff at 956-402-2000.

NO WARRANTIES

TEAMPHARR.NET MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES OR THE TEAMPHARR.NET EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS. THE SERVICES AND THE TEAMPHARR.NET EQUIPMENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE SERVICES ARE NOT FAIL-SAFE AND MAY BE DISRUPTED. THE SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS IN WHICH AN ERROR OR INTERRUPTION COULD LEAD TO INJURY TO BUSINESS, PERSONS, PROPERTY, OR THE ENVIRONMENT. WITHOUT LIMITING THE FOREGOING, TEAMPHARR.NET DOES NOT WARRANT THAT THE SERVICES AND TEAMPHARR.NET EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY AND PERFORMANCE, OR LOSS OF CONTENT, DATA OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES OR TEAMPHARR.NET EQUIPMENT, IF ANY, BY TEAMPHARR.NET OR BY TEAMPHARR.NET'S AUTHORIZED REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVENAS A WARRANTY OF ANY KIND.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TEAMPHARR.NET, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS, AND SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR TO ANY USER OF THE SERVICES AND EQUIPMENT FOR LOSS OF PROFITS OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICES AND EQUIPMENT PROVIDED BY TEAMPHARR.NET UNDER THIS AGREEMENT, OR THE DELIVERY OR FAILURE TO DELIVER THE SERVICES AND EQUIPMENT EVEN IF TEAMPHARR.NET HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TEAMPHARR.NET SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM (i) OTHERS ACCESSING THE SERVICES OR ANY EQUIPMENT RELATED TO THE SERVICES; (ii) SECURITY BREACHES, VIRUSES, EAVESDROPPING, OR INTERCEPTION OR INTERRUPTION OF THE SERVICES; (iii) ANY MISTAKES, OMISSIONS, FAILURES, MALFUNCTIONS, THEFT, DELETION, CORRUPTION OF FILES, ERRORS, DEFECTS, OR FAILURES OF PERFORMANCE RELATED TO THE SERVICES AND EQUIPMENT; AND (iv) ANY USE OF THE SERVICES OR EQUIPMENT THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, CONTRACTUAL RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ONE OR MORE THIRD PARTIES. IT IS EXPRESSLY AGREED THAT TEAMPHARR.NET SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO CUSTOMER OR ANY OTHER PERSON CLAIMED TO HAVE RESULTED FROM THE USE OF THE SERVICES AND/OR TEAMPHARR.NET EQUIPMENT. IN THE EVENT THAT TEAMPHARR.NET 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; TEAMPHARR.NET'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO TEAMPHARR.NET FOR THE SERVICES FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

INDEMNITY

CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TEAMPHARR.NET FROM ALL LIABILITIES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT ARISE FROM (i) CUSTOMER'S USE OR MISUSE AND FROM ALL OTHER PERSONS WHO MAY USE OR MISUSE THE SERVICES AND

EQUIPMENT; (ii) ANY VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY OF ANY THIRD PARTY FROM CUSTOMER'S USE OF THE SERVICES OR USE OF ANY EQUIPMENT IN CONJUNCTION WITH THE SERVICES; (iii) FROM USE OR FAILURE OF THE 911/E911 FUNCTIONALITY OR ANY OTHER DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, MEDICAL MONITORING OR OTHER SIMILAR SYSTEM; (iv) AND FROM CUSTOMER'S BREACH OF ANY PROVISION OF THIS AGREEMENT OR APPLICABLE POLICY. WHERE CUSTOMER IS OBLIGATED TO INDEMNIFY OR HOLD TEAMPHARR.NET HARMLESS ANYWHERE IN THIS AGREEMENT, THOSE OBLIGATIONS RUN NOT ONLY TO TEAMPHARR.NET, BUT ALSO TO ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS, AND SERVICE PROVIDERS.

MISCELLANEOUS

This Agreement and any other documents incorporated by reference constitutes the final, complete, and entire written agreement between TeamPharr.Net and Customer and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral. If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be replaced with a valid provision in accordance with applicable law and shall have substantially the same commercial effect as the unenforceable provision to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. If TeamPharr.Net fails to insist upon or enforce strict performance of any provision of this Agreement, it shall not thereby waive any provision or right. Any waiver by TeamPharr.Net with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of this Agreement shall only be valid if provided in writing. Neither the course of conduct between the parties nor trade practice shall modify this Agreement. This Agreement may not be assigned without the express written consent of TeamPharr.Net. TeamPharr.Net and Customer hereby certify that they are independent parties and nothing herein shall be construed to create a partnership, joint venture, agency, or any other type of fiduciary or service relationship between TeamPharr.Net and Customer, and neither party shall have the authority to bind the other party in any respect.

FORCE MAJEURE

Without affecting any other limitation on liability or disclaimer contained herein, TeamPharr.Net shall in no case be liable for any harm caused to Customer or to others or to your successors and assigns if the event or circumstance causing such harm is beyond TeamPharr.Net's reasonable control, including, but not limited to, acts of God, fire, earthquake, flood, the elements or other catastrophes; strikes, lock-outs, work stoppages or other labor difficulties; utility curtailments, power failures, explosions, insurrections, riots, wars or civil disturbances; any law, order, regulation, or requests of any government or of any civil or military authority; national emergencies; shortages or failure of equipment or supplies; unavailability of transportation; acts or omissions of third parties; or any other cause beyond TeamPharr.Net's reasonable control.

GOVERNING LAW

This Agreement and the relationship between Customer and TeamPharr.Net shall be governed by the laws of the State of Texas without regard to conflict of laws principles and Customer agrees to the personal jurisdiction of the courts of Hidalgo County, Texas and that these courts shall be the exclusive venue for resolution of any dispute that may arise out of the Services or this Agreement.

SURVIVAL

Certain obligations under this Agreement by their terms shall continue beyond termination of the Services including, but not limited to, provisions dealing with payment for the Services and TeamPharr.Net Equipment, access to the Premises, disclaimers of warranties, limitations of liability, and indemnity. The suspension, termination, expiration, or cancellation of the Services under this Agreement shall in no way affect the survival of such obligations.

ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to representations and warranties Customer made elsewhere in this Agreement, Customer also represents and

warrants that: (i) you have provided TeamPharr.Net with information that is accurate, complete, and current, including, without limitation, your legal name, address, telephone number(s), email address(es), the number of devices on which or through the Services are being used, and payment information; (ii) you agree to immediately notify TeamPharr.Net if there is any change in the information that you have provided to TeamPharr.Net; (iii) you own or have a legal right to occupy the Premises; and (iv) that the Services and TeamPharr.Net Equipment shall not be used for any illegal purpose or in any way that may violate the law.

Effective Date: 06.01.2022
Last Updated: 06.01.2022