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PERMITTED USER MINIMUM TERMS OF SERVICE — UPDATED July 28, 2017

THESE PERMITTED USER MINIMUM TERMS OF SERVICE (“PUMTOS”) summarize key provisions by which you are bound in the **MASTER TERMS OF SERVICE (“MASTER TOS”)** between **MOBILE BEACON** and the following school, library, social welfare organization, tax exempt organization or otherwise qualifying organization from whom you have received equipment and access to the broadband service referenced herein:

— Livingston County Library

(which organization is referred to in the MASTER TOS as **CUSTOMER** and in these PUMTOS as the **“ORGANIZATION”**).

IF YOUR RELATIONSHIP WITH THE ORGANIZATION TERMINATES, OR YOU OTHERWISE VIOLATE THE MASTER TOS, YOUR STATUS AS A PERMITTED USER IMMEDIATELY TERMINATES AND YOU MUST PROMPTLY RETURN THE EQUIPMENT AND QUIT USING THE SERVICE.

THE COMPLETE AND THEN CURRENT MASTER TOS, THE TERMS OF WHICH ARE SUBJECT TO CHANGE FROM TIME TO TIME AS PROVIDED THEREIN CAN BE FOUND ON MOBILE BEACON’S WEBSITE.

YOU ARE ENCOURAGED TO CHECK THE MOBILE BEACON WEBSITE (www.mobilebeacon.org/legal) FREQUENTLY FOR UPDATES TO THE MASTER TOS AND TO THESE PUMTOS. THESE PUMTOS ARE IN ADDITION TO ANY RESTRICTIONS OR TERMS OF USE IMPOSED BY THE ORGANIZATION.

• **1. Definitions:**

Capitalized terms not otherwise defined here have the same meaning as in the current Master TOS. For purposes of these PUMTOS, the following terms have the indicated meaning:

“Permitted User” refers to an individual who is (i) a member, user, recipient, or beneficiary of the Organization’s programs or services, or (ii) an employee, volunteer, or independent contractor of the Organization, and the term **“you”** refers to such individual while he or she is a Permitted User.

“Service” refers to the wireless broadband service provided by Mobile Beacon to the Organization and shared or distributed by Organization to you.

“Equipment” refers to any device provided by the Organization to access the Service.

“Master TOS” means master terms of service referenced in the preamble to these PUMTOS ad located on the Mobile Beacon website.

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

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

“**PUMTOS**” refers to this summary of your obligations related to the Service, as it may be revised from time to time as reflected on the Mobile Beacon website.

• **2. Eligibility to be a Permitted User.**

You agree to access and use the Service only so long as you are a qualified Permitted User. If you no longer meet the criteria to be a Permitted User, you agree to immediately cease access to or use of the Service and to promptly return any associated Equipment to the Organization. You agree to maintain your status with the Organization for so long as you access the Service and you agree to provide a statement of eligibility as a Permitted User under penalties of perjury to the Organization no less frequently than annually, or at such other intervals as the Organization may direct.

• **3. Use of Service.**

You agree only to access and use the Service for your internal, personal, non- commercial use in accordance with these PUMTOS and applicable laws and regulations. You are responsible for all usage and activity of the Service (including any violation of these PUMTOS). You agree to notify the Organization immediately of any unauthorized use of the Service or Equipment or suspected security breach. You are not granted any rights to any firmware or software under these PUMTOS. All rights not expressly granted in these Minimum Terms of Service are reserved by Mobile Beacon or the Provider.

• **4. Service Limitations & Restrictions.**

1. **Availability.** The Service is not available in all locations and you will only be able to access the Service when within the operating range of the Provider’s network, which may change from time to time in the sole discretion of the Provider. The Service may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Mobile Beacon’s control. The Service and Equipment may not function in the event of a power failure or disruption, and you may be required to reset or reconfigure your Equipment or other hardware in order to use the Service thereafter. Neither Mobile Beacon nor Provider assume any liability with regard to any failure or lack of performance of the Service for any reason whatsoever.
2. **Service Quality and Maintenance.** The speed and bandwidth available to Equipment accessing the Service may vary for a variety of reasons. The Provider reserves the right to engage in reasonable network management to protect the overall integrity of the Provider’s network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of network congestion. In addition, Provider will perform maintenance on the Service, which may include planned or unplanned interruptions of the Service. Permitted User acknowledges and agrees that neither Mobile Beacon nor anyone else will be responsible for any losses or damages suffered by you or anyone accessing the Service as a result of any Service interruptions. You acknowledges that the Service may not be available in all areas, and even within coverage areas Service availability, quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Service.
3. **Provider AUP, T&C.** Use of the Service is subject to the Provider’s then-current (i) acceptable use policy (the “**Provider AUP**”), a copy of which is available at <https://www.sprint.com/legal/AUP.html>), and (ii) end user terms and conditions (the “**Provider T&C**”), a copy of which is available at <http://www.sprint.com/termsandconditions>. Together, the Provider AUP and Provider T&C form the “**Provider Terms and Conditions**” and their terms, as they may change from time to time, are incorporated herein by reference. The applicable Provider Terms and Conditions are effective as of the date provided for in the Provider Terms and Conditions, which may be different from the date these PUMTOS become effective.
4. **Usage Limits.** THE SERVICE MAY BE SUBJECT TO USAGE LIMITS ESTABLISHED BY THE PROVIDER, WHICH ARE NOT CONTROLLED BY MOBILE BEACON AND ARE SUBJECT TO CHANGE.

5. **Open Internet Rule Disclosures.** You represent that you have read and understand Mobile Beacon's Open Internet Transparency Rule Disclosures, as may be amended, which are available at mobilebeacon.org/legal and are incorporated herein by reference.

6.

• **5. Prohibitions.**

You shall not allow anyone who is not a member or employee or otherwise affiliated with the Organization and who does not meet the eligibility criteria to be a Permitted User to access the Service, nor shall you resell the Service or Equipment, nor shall you grant any sublicense of any kind in respect of any aspect of the Service. You may not use or refer to the name, trademarks or logos of Provider or any of its affiliates in any advertisement, publication, other media or otherwise associated with your use of the Service. **YOU SHALL NOT ATTEMPT TO REVERSE-ENGINEER, INTERFERE OR TAMPER WITH, OR OTHERWISE USE OR ABUSE THE SERVICE OR EQUIPMENT WITH THE INTENDED OR ACTUAL EFFECT OF VIOLATING THESE MINIMUM TERMS OF SERVICE OR ANY PERSON'S INTELLECTUAL PROPERTY RIGHTS. YOU ARE FURTHER PROHIBITED FROM ENGAGING IN ANY ACTIVITIES WITH REGARD TO THE SERVICE THAT WOULD VIOLATE THE PROVIDER TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENGAGING IN ANY FRAUDULENT, UNLAWFUL, HARASSING, OR ABUSIVE ACTIVITIES, USING THE SERVICE IN A MANNER THAT COULD DAMAGE ANY PROPERTY OF ANY OTHER PERSON, OR OTHERWISE INTERFERING WITH THE SERVICE, OR VIOLATING ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION OR RULE, OR THE RIGHTS OF ANY THIRD PARTY. YOUR ACCESS TO AND USE OF THE SERVICE ARE SUBJECT TO IMMEDIATE SUSPENSION OR TERMINATION WITHOUT NOTICE IF MOBILE BEACON, IN ITS SOLE DISCRETION, HAS A REASONABLE BASIS TO BELIEVE THAT YOU HAVE ENGAGED IN ANY PROHIBITED ACTIVITY.**

• **6. Content and Security.**

You agree that the internet and wireless communications are not inherently secure means of data communication, neither Mobile Beacon nor any persons related to Mobile Beacon shall have any liability for breaches of security caused by any means, including, without limitation, your negligence with respect to controlling access to the Service or your data. Any material that you download or access through the Service is at your own discretion and risk. Neither Mobile Beacon nor any person related to Mobile Beacon have control of or are responsible for any third-party websites, content, services or products that you may access or encounter during use of the Service, and have no responsibility or liability with regard thereto. The Provider reserves the right (to the extent permitted by law) to engage in reasonable network management to protect the overall integrity of the Service, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of congestion.

• **7. Support Services.**

If you need technical support assistance, please contact the Organization that made the Service available to you and notify them of any problems or difficulties you have with the Service or Equipment. If you believe any Equipment is defective, it is your responsibility to notify the Organization immediately.

• **8. Service Modification and Discontinuation.**

Mobile Beacon and the Provider reserve the right at any time to in any way modify, edit, suspend or discontinue the Service or the Support Services made available hereunder, with or without notice.

• **9. Disclaimer of Warranties; Waiver of Liability.**

YOU AGREE THAT NO ONE HAS MADE ANY WARRANTIES UNDER THESE PUMTOS OR OTHERWISE AND HEREBY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE OR THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL USE

OF THE SERVICE AND EQUIPMENT IS AT YOUR OWN RISK. THE SERVICE AND EQUIPMENT ARE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS EXCEPT AS EXPRESSLY PROVIDED HEREIN.

- **10. Changes to Terms.**

Mobile Beacon reserves the right to modify the Master TOS, which may result in a change to these PUMTOS, at any time as provided in the Master TOS. The Provider also reserves the right to change or update the Provider AUP and Provider T&C at any time. All such changes will be deemed effective and accepted by you upon your continued use of the Service thereafter.

- **11. Third Party Beneficiary.**

You agree that Mobile Beacon shall be an express, intended third- party beneficiary of these PUMTOS and can enforce the terms and conditions to the same extent as the Organization from whom you received the Equipment and access to the Service.

[Please see Livingston County Library's Acceptable Use Policy and Checkout procedures for these devices.]