



Bluepeak Business Services Agreement

BUSINESS SERVICE ORDER

Name of Customer: Jessica McKeown

Phone: 605 722-0790

Name of Business: City of Deadwood Finance Office

Date: July 15, 2022

Physical Address: 102 Sherman St Deadwood SD 57732

Billing Address: 102 Sherman St Deadwood SD 57732

Contract Terms: 36 month(s)

Sales Rep: Rick Griffith


Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
WiFi Extender	eero WiFi Extender	New	5	\$3.00	\$0.00	\$15.00
V-Line	Vast Line	Renewal	2	\$200.00	\$0.00	\$400.00
Vast Boost	Bus eero Boost	New	1	\$15.00	\$0.00	\$15.00
Dedicated Internet	Dedicated Internet	Upgrade	1	\$850.00	\$0.00	\$850.00
Voice						
Vast Voice	Business Voice	Renewal	2	\$20.00	\$0.00	\$40.00
\$.05 Per Minute Call Plan	.05 Min Call Plan	Renewal	2	\$0.00	\$0.00	\$0.00
Installation	Bus Install Telephone	Renewal	1	\$0.00	\$0.00	\$0.00
DID Number	DID Number	Renewal	3	\$0.10	\$0.00	\$0.30
Pricing subject to approval after internal review				Total:	\$ 0.00	\$ 1,320.30

Special Instructions:	
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Promotional Offer Details:	
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Directory Listing Information - Address:			
Directory Listing:		YP Heading:	
Listing:		SIC Code:	
Phone:		YPH Code:	

This Service Order is subject to and is hereby incorporated by reference into the Business Services Agreement between the Customer named on this Service Order and Clarity Telecom, LLC d/b/a Bluepeak. You agree and understand that prices do not include taxes, fees, or surcharges, which may include government-imposed fees and taxes, government program fees (such as TRS and universal service), and non-governmental fees and charges (such as subscriber line charges, line fees, access charges and carrier service fees) will vary depending upon your service location and the services to which you subscribe. The taxes and fees may be changed at any time. During the initial term of this Service Order, your quoted MRC for Internet services will not change. Video service prices are subject to annual increases.

DS

 (Initials)



BY ENTERING INTO AN ORDER WITH CLARITY TELECOM, LLC D/B/A BLUEPEAK, OR ANY OF ITS AFFILIATES (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS “BLUEPEAK”), CUSTOMER HEREBY AGREES TO THE TERMS OF THIS MASTER SERVICES AGREEMENT (THIS “AGREEMENT”). ALL ORDERS AND ANY TERMS AND CONDITIONS, GUIDEBOOKS AND SERVICE GUIDES, PROVIDED ON BLUEPEAK’S WEBSITE, AS MODIFIED FROM TIME TO TIME, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AS IF THOSE DOCUMENTS ARE SET FORTH ORIGINALLY HERE.

1. DEFINITIONS

1. “Effective Date” is the date that the last Party signs the Agreement.
2. “Order” means a written, electronic, or verbal order, or purchase order governed by the terms and conditions of this Agreement, submitted, or confirmed by Customer and accepted by Bluepeak, which identifies specific Services; quantity ordered; Bluepeak’s Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer’s written acknowledgement, or Customer’s use, of a Service.
3. “Services” means wireline or wireless business communications services not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided by Bluepeak to Customer pursuant to an Order.

2. SERVICES AND FACILITIES

1. Bluepeak agrees to provide Customer with a broadband Internet connection, as provided in the accompanying Order during the Term of this Agreement (the “Services”).

3. PAYMENT AND CHARGES

1. Rates and Charges. Customer will pay Bluepeak the rates and charges for the Services set forth in this Agreement and any Order under this Agreement, including all charges associated with establishing Customer’s Services or related to Bluepeak’s installation or provisioning costs.
2. Rate Adjustments. Bluepeak may impose additional fees, charges, or surcharges on Customer to recover amounts that Bluepeak is required or permitted to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs.
3. Taxes. Bluepeak’s rates and charges for the Services do not include taxes. Notwithstanding any other provision of this Agreement, if Customer is required by law to make a deduction or withholding from any amount due to Bluepeak, Customer must notify Bluepeak in writing. Bluepeak will then increase the gross amount of Customer’s invoice so that, after Customer’s deduction or withholding for taxes, the net amount paid to Bluepeak will not be less than the amount Bluepeak would have received without the required deduction or withholding.
4. Invoicing. Unless otherwise set forth in an Order, any and all invoicing for Services shall be submitted to Customer for payment within thirty (30) days of the Service being provided. Customer is responsible for all charges, no matter the interval at which they are billed. Any objection to billed charges must be reported to Bluepeak within sixty (60) days of the invoice date.
5. Billing. Unless otherwise set forth in an Order, Bluepeak shall invoice Customer in advance at Customer’s notice address specified in the Order (or at such other address of which Customer may advise Bluepeak in writing) for all Services and additional services provided during each calendar month or other mutually agreeable billing cycle. Customer shall pay Bluepeak for all Charges upon receipt of the invoice. Account is/will be considered past due thirty (30) days after invoice date and late fees will be assessed on the last business day of the month at 1.5% per month. Service is subject to suspension or termination if an account remains unpaid for a period of sixty (60) days or more from the date of billing. Customer agrees to reimburse Bluepeak for all reasonable expenses, including reasonable attorney’s fees, for collection of past due accounts.
6. Disputed Invoice Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period, as described in Section 2.5, and provides Bluepeak with a written explanation of the reasons for Customer’s dispute of the charge.



Customer must cooperate with Bluepeak to promptly resolve any disputed charge. If Bluepeak determines, in good faith, that the disputed charge is invalid, Bluepeak will notify Customer and, within five business days of receiving notice, Customer must pay the charge.

4. **CREDIT APPROVAL.** Bluepeak's provision of Services is subject to the credit approval of Customer. As part of the credit approval process, Bluepeak may require Customer to provide a deposit or other security. Additionally, during the Agreement Term, if Customer's financial circumstances or payment history becomes reasonably unacceptable to Bluepeak, Bluepeak may require adequate assurances of future payment as a condition of continuing provision of the Services. Customer's failure to provide adequate assurances required by Bluepeak is a material breach of the Agreement. Bluepeak may provide Customer's payment history or other billing information to any credit reporting agency or industry clearinghouse.
5. **ORDERS.**
 1. Orders are binding only upon acceptance in writing by Bluepeak. Bluepeak will notify Customer of rejected orders.
 2. Cancellation. Customer may cancel an Order at any time before Bluepeak delivers the Services listed in the Order or Services begin, but Customer must pay any actual costs Bluepeak incurs due to Customer's cancellation.
6. **WARRANTIES.** THE SERVICES PROVIDED BY BLUEPEAK UNDER THIS AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. WITHOUT LIMITING THE FOREGOING, BLUEPEAK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.
7. **EQUIPMENT AND FACILITIES.** Bluepeak shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished by Bluepeak pursuant to this Agreement, the responsibility of Bluepeak shall be limited to the furnishing of facilities offered under this Agreement and to the maintenance and operation of such facilities. Notwithstanding the above, Bluepeak shall not be responsible for: (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; (b) the reception of signals by Customer-provided equipment; or (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
8. **INSTALLATION.** Customer will reasonably cooperate with Bluepeak or its agents in connection with installation of the Services. Customer is responsible for damage to Bluepeak-owned facilities and equipment located on Customer premises, excluding reasonable wear and tear, or damage caused by Bluepeak. Bluepeak may refuse to install Services or may discontinue and disconnect Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Services.
9. **CUSTOMER RESPONSIBILITIES.**
 1. Acceptable Use Policy (AUP). With the purchase of Services that connect to the Internet, Customer must comply with Bluepeak's Acceptable Use Policy posted on its website and as amended from time to time.
 2. Abuse and Fraud. Customer will not use Services: (1) for fraudulent, abusive, unlawful, or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of, Bluepeak or any third-party information; (2) in any manner that causes interference with Bluepeak's or another's use of the Bluepeak-provided network; or (3) for any other purpose not specifically authorized by this Agreement. Customer will cooperate promptly with Bluepeak to prevent third parties from gaining unauthorized access to the Services via Customer's facilities.
 3. Reseller. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.
 4. Security. Bluepeak has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by Bluepeak from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures.



The Bluepeak information security program is subject to reasonable changes by Bluepeak from time to time. Bluepeak's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

10. **PRIVACY AND CONFIDENTIALITY.**

1. **PHI.** By providing Services, Bluepeak does not require or intend to access any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules").
2. **Nondisclosure Requirements.** If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Neither Party will disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in this Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents, and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Bluepeak services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. Bluepeak will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses, or stores such information through its use of Bluepeak's Services.

3. **LIABILITY**

1. **Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Services purchased in the month preceding the month in which the event giving rise to the claim occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
2. **Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.



3. Unauthorized Access and Hacking. Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by Bluepeak's negligence or willful misconduct, Bluepeak is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means, or any other cause while such information is stored on or transmitted across Bluepeak-provided network facilities or Customer-provided equipment.
4. **INDEMNIFICATION**
 1. Mutual Indemnification for Personal Injury, Death or Damage to Personal Property. Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third-party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
 2. **Customer Indemnification.** Customer will indemnify and defend Bluepeak, Bluepeak's officers, directors, agents, and employees and their successors, against all third-party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising out of:
 1. Customer's failure to obtain required permits, licenses, or consents necessary to enable Bluepeak to provide the Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Bluepeak's general qualification to conduct business;
 2. Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the Bluepeak-provided network leading directly or indirectly to third-party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by Bluepeak; and (3) based on transmission and uploading of information that contains viruses, worms, other destructive media or other unlawful content; or
 3. Bluepeak's failure to pay any tax to the extent that Bluepeak relied on Customer's claimed legitimate exemption under applicable law.
 3. Bluepeak Indemnification. Bluepeak will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third-party claims enforceable in the United States alleging that Services as provided infringe any third-party United States patent or copyright or contain misappropriated third-party trade secrets. Bluepeak's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to Bluepeak-provided software, equipment, or Services; combination of Bluepeak-provided Services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after Bluepeak provides reasonable notice to Customer of the infringement. For any third-party claim that Bluepeak receives, or to minimize the potential for a claim, Bluepeak may, at its sole option, procure the right for Customer to continue using the Services; replace or modify the Services with comparable Services; or terminate the affected Services or this Agreement.
 4. Rights of Indemnified Party. To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.
 5. Remedies. The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section 11.



11. **TERM AND TERMINATION.**

1. **Agreement Term.** The period set forth in the Order during which Bluepeak provides Services to Customer is defined as the "Agreement Term." This Agreement applies from the Effective Date until the Agreement Term expires or terminates. Bluepeak will not accept Orders for Services after expiration of the Agreement Term, but this Agreement will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance or managed Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, Bluepeak may, at its sole discretion, provide those Services on a time and material basis at Bluepeak's then-current rates without applying any discounts or credits under the Agreement, however, this Agreement will govern Bluepeak's provision of such Services.
2. **Service Order Term.** Individual Orders may carry their own service Term and/or termination procedures that apply to that specific contracted service, and in such case, such Term and procedures shall govern the service provided under the Order only.
3. **Termination by Either Party.** Except as otherwise provided herein, either Party may terminate this Agreement, without liability of any kind, in the event of the other Party's material breach that remains uncured thirty (30) days after the non-breaching Party provides written notice of such breach. The Service may be Terminated by Bluepeak, with or without notice: (i) if acts of Customer, including furnishing false credit information, indicate intent to defraud Bluepeak; (ii) Customer has not paid amounts due; (iii) if Customer violates regulatory requirements, federal or state law or intentional abuse of the Service. Bluepeak may also terminate this Agreement or any Order for convenience by providing thirty (30) days advance written notice.
4. **Early Termination.** In the event of any early termination other than for Bluepeak's material breach, Customer shall pay the remaining months to fulfill the Term times the monthly Rate on the Order.
5. **Term Expiration.** Upon Term expiration, Customer may continue the Service according to renewal options made available by Bluepeak (if any) at that time. If Customer does not elect an additional service period or does not request discontinuance, then the Service Term will automatically renew for the same service period.

12. **FORCE MAJEURE.**

1. Neither Party shall be liable to the other, nor shall any remedy be extended, for any failure of performance under this Agreement (other than failure to make payments) proximately due to causes beyond that party's reasonable control, including but not limited to: acts of God, fire, explosion, flood, earthquake, tornado, storms, any law, order, regulation, action or request of any government or regulatory entity or agency, or any civil or military authority; emergencies; civil unrest, insurrections, riots, wars; power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like. Upon the occurrence of any such events, the affected Party shall use its reasonable efforts to notify the other Party of the nature and extent of any such condition.

13. **GOVERNING LAW; ALTERNATE DISPUTE RESOLUTION.**

1. **Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of South Dakota without regard to its choice of law provisions.
2. **Waiver of Jury Trial and Class Action.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM OR ACTION RELATING TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.
3. **Alternate Dispute Resolution.** Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation, and performance thereof ("Dispute") shall be resolved with the following procedures: Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within 30 days (the "Negotiation"). Any Dispute not resolved through Negotiation shall be resolved by arbitration in accordance with the United States Arbitration Act (and other applicable federal law) and/or Arbitration rules of the State of South Dakota. The arbitration will be held at a regional location in the State of South Dakota using one arbitrator, unless the Dispute exceeds one million dollars (USA) in which case there shall be three neutral arbitrators, as a panel. The arbitrators may award costs and/or attorneys' fees to the prevailing party. The Parties further agree that the arbitrator shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. Nothing contained in this section will limit either Party's ability to seek injunctive



relief in any court. The Parties will mediate and arbitrate disputes in confidence. Each Party shall bear its own costs incurred in connection with the arbitration. Other costs will be allocated as the arbitrator directs. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.


14. ASSIGNMENT.


- 1. Customer may not assign any rights or obligations under this Agreement or an Order without Bluepeak’s prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer’s assets. Bluepeak may assign this Agreement or an Order, in whole or in part, without Customer’s prior written consent.

15. NOTICES.

- 1. Notices required under this Agreement must be submitted in writing to the Party’s address for notice listed in this Agreement or Order and, in the case of a dispute, notices must also be sent to: in the case of Bluepeak: Clarity Telecom, LLC d/b/a Bluepeak Attn: Compliance Officer 5100 S. Broadband Lane Sioux Falls, SD 57108 in the case of Customer: to the address set forth on the applicable Order.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

BLUEPEAK
DocuSigned by:
Signature: 
Print Name: Rick Griffith
Title: Field Sales Rep - BAE - Rapid City

CUSTOMER
DocuSigned by:
Signature: 
Print Name: Jessica Mckeown
Title: Finance Officer
Date: 7/22/2022
Tax ID #: 46-6000091
Service Address: 102 Sherman St Deadwood SD 57732
Phone: 605 722-0790

CUSTOMER ACKNOWLEDGEMENT: By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) Clarity Telecom, LLC d/b/a Bluepeak may contact me at the phone number above (or such other phone number or email address provided by me to BLUEPEAK), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) BLUEPEAK manages its Internet Network according to specific Practices and Procedures, which can be found at https://www.mybluepeak.com; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at https://www.mybluepeak.com .

PIN # _____

BLUEPEAK requires that you create a 4-digit PIN that will be required when you request changes to your BLUEPEAK Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify BLUEPEAK if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with BLUEPEAK on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact BLUEPEAK and change the PIN. BLUEPEAK is not liable for any loss, cost, expense, or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.