



BTC BROADBAND LONG DISTANCE SERVICE AGREEMENT

THANK YOU FOR CHOOSING BTC BROADBAND LONG DISTANCE. Pursuant to this agreement ("Agreement") entered into between BTC Broadband Long Distance ("Company"), and the customer, Company agrees to provide and Customer agrees to purchase the interexchange services at the prices and the terms and conditions stated in Long Distance Plans at <http://www.btcbroadband.com> and as provided in this agreement.

Customer's use of service constitutes acceptance of the terms and conditions of this agreement. If customer does not agree, contact BTC Broadband Long Distance at (918) 366-8000 immediately to have interexchange long distance service disconnected.

1. **TERM OF SERVICE:** Service shall be provided on a month to month basis, unless specified elsewhere in a separate agreement. If customer has a Term Agreement, at the expiration of the Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis, until canceled by either party on thirty (30) days notice; provided, however, that the Service Charge during such period shall be the then current monthly rate as published on Company's website or Company's standard price list.
2. **PAYMENT:** Customer is responsible for timely payment of all charges for facilities and services furnished by the Company, including all applicable federal, state, local sales, use and excise taxes and fees. Bills are due and payable upon receipt. Any amount not received within 20 days after the invoice date listed on the bill will be subject to a late charge of 1-1/2% per month or the maximum rate allowed by law, whichever is less. Checks returned for insufficient funds or non-existent accounts are subject to a \$15.00 return check charge plus applicable taxes. Customer must notify Company in writing of any disputed amounts. All disputes concerning or affecting payment of bills for charges totaling \$10,000 and above shall be resolved through binding arbitration.
3. **DEPOSITS:** BTC Broadband Long Distance may require a deposit from customer and may increase deposit based on customer payment history.
4. **LIMITATIONS OF LIABILITY:** COMPANY'S LIABILITY FOR DAMAGES, ACTUAL OR CONSEQUENTIAL, ARISING OUT OF MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS IN TRANSMISSION, OR FAILURE IN FACILITIES, WHICH OCCUR IN THE COURSE OF FURNISHING SERVICE(S) OR FACILITIES SHALL NOT EXCEED A CREDIT AMOUNT AS SET FORTH BELOW. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES, ACTUAL OR CONSEQUENTIAL FOR FAILURE OF PERFORMANCE OR OF FACILITIES DUE TO CAUSES BEYOND ITS CONTROL, INCLUDING, BUT NOT LIMITED TO ACTS OF GOD, OR COMPLIANCE WITH RULES OR ORDERS OF REGULATORY OR JUDICIAL AUTHORITIES. COMPANY DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO ITS SERVICE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE MAY BE PROVIDED UNDER SEPARATE CONTRACT.
5. **LAWFUL USE:** Customer agrees to use service in a lawful manner. Any unlawful use may subject customer interexchange long distance service to suspension, termination and/or referral to designated authorities.
6. **TERMINATION:** Customer may terminate Service for any reason, provided that all sums then due and payable plus all future monthly charges hereunder shall become immediately due and payable to Company. Company may refuse or terminate Service to Customer for nonpayment of bills, violation or noncompliance with any provision of law, federal or state regulations, and for excessive or improper use of service.
7. **CREDIT ALLOWANCES:** If service is ever interrupted for technical difficulties beyond the Customer's control, upon notification, the Customer shall receive a partial months credit for an interruption of 24 hours or more at the rate of 1/30th of the applicable monthly rate for each period of 24 hours out of service. This credit shall not exceed the monthly plan charge.
8. **INDEMNIFICATION:** Company, its affiliates, and each of their respective owners, directors, employees, and officers will not be responsible for any third-party claims against Company that arise from Customer's use of the Service. Customer further agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorneys' fees and court costs, settlement payments, and any other damages awarded or resulting from any such Claims.
9. **TIMING OF CALLS:** Call timing begins when the called party number connects with the calling party. Connection includes any person that answers at the called party end and any mechanism that allows a caller to leave a message. Chargeable time for calls ends when one of the parties disconnects the call. Unless otherwise specified, calls are rounded to the next full minute for billing.
10. **SERVICE RATES:** Customer acknowledges that this Agreement is subject to all applicable federal and state laws, rules and regulations, and the Company's published rates, terms and conditions of service available at the Company's offices or website located at <https://www.btcbroadband.com>.
11. **TAXES, FEES & SURCHARGES:** Customer is responsible for all applicable taxes (federal, state and local), fees and surcharges that are billed by BTC Broadband Long Distance as required by law. Rates are not controlled by BTC Broadband Long Distance and are subject to change without notice. Customers claiming exempt status must provide proper documentation.
12. **VENUE/CHOICE OF LAW:** This agreement shall be construed in accordance with and governed by the internal laws of Oklahoma.
13. **ASSIGNMENT:** Customer may not assign or transfer its rights or obligations under this agreement without prior written consent of BTC Broadband Long Distance, and any attempted assignment without such consent shall be invalid.
14. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between BTC Broadband Long Distance and the customer.