

BTC BROADBAND TERMS AND CONDITIONS

Thank you for choosing BTC Broadband, Inc. (“BTC”). BTC is a fiber-optic based broadband communications company offering cutting-edge telecommunications services in Oklahoma. In business for over 100 years, BTC provides a variety of services to both residential and business customers including high speed Internet and local and long-distance phone service. These Terms and Conditions have been implemented in order to maximize the value that you receive as a BTC customer through BTC’s cutting-edge infrastructure.

1. AGREEMENT AND ACCEPTANCE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IT IS ESPECIALLY IMPORTANT FOR YOU TO READ SECTION 9 (DISPUTE RESOLUTION) CAREFULLY, AS SECTION 9 PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

These Terms and Conditions, the Order Confirmation (defined below) and any Service Level Agreement, and, if applicable, the Terms of Service, along with any schedules and any terms and documents incorporated herein by reference (collectively, this “Agreement”), set forth your obligations, BTC’s obligations, and the rules that you must follow in connection with utilizing the Services. In the event of any inconsistency, the terms of the Order Confirmation, any Service Level Agreement, and then these Terms and Conditions shall control. For the avoidance of doubt these Terms and Conditions are not applicable to any of the Services that constitute a telephone utility subject to the jurisdiction of the Oklahoma Corporation Commission.

You accept and agree to be bound by this Agreement when you do any of the following: (a) give BTC your written electronic signature; (b) tell us orally or electronically that you accept; (c) click the “I Accept” button for online purchases or account changes; or (d) use or continue to use the Services. By accepting this Agreement, you acknowledge that you are 18 years of age or older, are competent to enter into a legally binding agreement with BTC, on behalf of yourself and others on your Premises who may

utilize the Services, and are authorized to obtain the Services or make changes to an existing account.

2. DEFINED TERMS.

In addition to terms defined elsewhere in this Agreement, the following terms when utilized in this Agreement, unless the context otherwise requires, shall have the meanings indicated:

“Authorized User” has the meaning set forth in Section 10.

“Equipment” has the meaning set forth in Section 4.

“Internet Service” means any Internet access service you have agreed to receive from BTC.

“Order Confirmation” means the form (whether paper or electronic) provided to you by BTC confirming the Services that you agreed to receive from BTC. The Order Confirmation may set forth certain specific terms of this Agreement, including, without limitation, the term of this Agreement, rate plans, access charges, fees, taxes and surcharges, and the Equipment you have selected.

“Premises” means the location(s) set forth in the Order Confirmation, and only such location(s), at which you agreed to receive the Services.

“Services” means all services you have agreed to receive from BTC, including without limitation the Internet Service and/or the VOIP Phone Service.

“VOIP Phone Service” means any packet-switched telephone service, commonly referred

to as ‘Voice over Internet Protocol,’ you have agreed to receive from BTC.

“You” or “you” means the person or entity that subscribes to the Services or purchases or leases Equipment and anyone who accesses the Services and Equipment provided to you.

3. ELIGIBILITY AND AVAILABILITY

BTC strives to quickly and efficiently provide Internet access services to as many customers as possible. However, BTC Internet access services are not available in all areas and may not be available at certain speed tiers (or at all) at a particular location, notwithstanding any initial indications by BTC and its representatives regarding availability. BTC, in its sole discretion, may determine from time to time whether any Internet access services are to be made available to a particular location.

BTC’s agreement to provide the Services is subject to credit approval, and, as such, you authorize BTC to ask credit-reporting agencies for credit information about you. BTC may require you to submit an initial deposit and/or an advanced payment as security for payment of charges. In the future, an additional deposit or advanced payment may be required if you elect to modify the Services you receive, you are late on payment, or your credit rating changes. Any initial deposit will be refunded if satisfactory credit has been established or upon termination of the Services, all Equipment has been returned, and no balance or other amount is due. BTC reserves the right to apply the deposit to any amount due and unpaid, and the payment of an initial deposit in no way relieves you of paying your bills in a timely manner. Regarding advanced payments, any advanced payment will appear as a credit to your first-month’s bill. If you cancel the Services before installation, or BTC cannot install the Services for some reason, then BTC may refund the advanced payment. BTC will not refund any advanced payment made after installation of the Services.

Your payment of an installation fee for the Services to be provided at a particular location does not obligate BTC to provide the Services to

such location. If an installation fee is paid for the provision of the Services at a particular location and BTC, in its sole discretion, does not initiate the installation of Equipment or provision of the Services to such location for any reason other than your failure to adhere to this Agreement, then BTC will refund the installation fee.

You agree to provide BTC with all necessary access to the Premises to install and configure the Equipment necessary for you to receive the Services. You agree that BTC may install Equipment outside or affixed to the building(s) at the Premises. You also agree that any person present at the Premises may grant access and authorize BTC to perform installation services in and around the building(s) at the Premises, and that such authorization will have the same effect as if you had authorized the installation services yourself. You further agree that BTC may use, and that you have the necessary permissions to approve BTC’s use of, existing facilities, including existing wiring in and around the building(s) at the Premises, in connection with performing the installation services.

If you rent or otherwise do not own the building(s) at the Premises, then you may be asked to prove that you have received all permissions necessary for BTC to perform installation services. If BTC incurs any costs, including attorneys’ fees, because you did not get the necessary permission(s) for BTC to install the Equipment necessary for the Services, you are responsible for reimbursing BTC for those costs, regardless of whether BTC inquired as to your receipt of necessary permissions.

4. EQUIPMENT AND SOFTWARE

In order to receive the Services, BTC may provide to you certain equipment and/or software (collectively, the “Equipment”). The Equipment shall remain the property of BTC. You may not loan, transfer, or assign the Equipment to any other person. You are responsible for any loss, theft, or damage of the Equipment. You are responsible for the receipt of the Services on the Equipment and any equipment you own.

BTC will repair or replace the Equipment in the event of damage thereto as BTC deems necessary and may charge you a fee for repair or replacement thereof. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings or otherwise alter the functionality thereof. You will be responsible for payment of service charges for visits by BTC, or its agents, to your location when a service request results from causes not attributable to BTC or its agents.

If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by BTC, then you will be responsible for the price of repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended use, and not for any other purpose. You agree to use appropriate and reasonable care in using any and all Equipment.

Except as otherwise provided, the Equipment must be returned to BTC undamaged, within 21 calendar days after the Services are terminated for any reason. If the Equipment is not returned within 21 calendar days, or is returned damaged, you may be charged a "Non-Return Equipment Fee." BTC may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the Equipment within this time period. If the Equipment is returned within three months of termination, any fees charged for such Equipment, including any Non-Return Equipment Fee, will be refunded (other than fees for damages). No refunds will be made for Equipment returned more than three months after termination. This paragraph also applies if your existing Equipment is replaced or upgraded for any reason.

The Equipment may incorporate software which is owned by BTC or its third-party licensors (the "Software"). BTC, to the extent permitted by law, grants you a personal, non-assignable and non-exclusive license to use the software provided to

you as part of the Services. This license is for the sole purpose of allowing you to use the Services. You may not copy, modify, distribute, sell, or lease any part of the Services or Software. This paragraph also applies to any modifications, updates or supplements to the Software provided to you. In addition, you agree to allow BTC or its agents to send the Software to and configure any equipment owned by you and utilized to receive the Services when necessary to provide the Services, even if doing so changes, adds or removes features or functionality of any such equipment. Absent gross negligence or willful misconduct, BTC will not be responsible for any damage to your equipment arising from such activities. In the event of such damage, BTC's maximum liability to you is \$200.

Other than the Equipment provided to you by BTC for use with the Services, you must provide all equipment, devices, and software necessary to receive the Services. Any equipment or software that was not provided to you by BTC, including batteries, is not the responsibility of BTC, and BTC will not provide support for, or be responsible for ongoing maintenance of such equipment.

Regardless of whether the equipment used to access the Services is owned by you or BTC, BTC reserves the right to manage such equipment for the duration of its provision of the Services and retains exclusive rights to data generated by such equipment. Neither you nor a third-party may change, interfere with, or block access to such equipment or data, or any settings related to such equipment or data, while you continue to receive the Services.

5. INTERNET ACCESS AND SERVICE CHANGES

BTC provides a number of Internet access service options, each of which has a specific service capability speed range. BTC's broadband Internet access speeds vary by customer location. BTC strives to provision a customer's connection up to the maximum advertised speed, but the actual speed that you experience will vary based on multiple factors, such as the condition of wiring inside the Premises, general Internet backbone

configurations and computer configurations, network or Internet congestion, particularly during peak hours (very generally defined as 7 p.m. to 11 p.m.), the number of users attempting to use or using Internet access services at the same time and the server speeds of websites accessed. These variables can cause broadband Internet access service to perform at less than maximum advertised speeds. BTC does not and cannot guarantee speeds.

BTC reserves the right to modify or discontinue the Internet Service (including rates and charges), temporarily or permanently. If BTC makes a change that would have a material impact on the Internet Service, BTC will endeavor to provide you with reasonable notice of any such change. The terms and conditions for temporary changes, if any, will be included in the notice and incorporated by reference into this Agreement. Your continued subscription to the Internet Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and website posting, BTC may instead, at its sole discretion, require customers to enter into an agreement with BTC regarding temporary material changes.

6. VOIP PHONE SERVICE

You agree that you are the main account holder for each telephone number assigned in connection with the VOIP Phone Service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently.

The VOIP Phone Service requires a regular touchtone landline telephone, which you must supply, and a connection to the Internet.

Because the VOIP Phone Service is dependent upon access to the Internet, the availability of an adequate power source, and correct configuration of Equipment and any equipment provided by you, BTC does not and cannot guarantee that the VOIP Phone Service will be continuous, error-free, or completely secure.

BTC limits the maximum number of days that messages will be retained; the maximum number messages that will be retained; the maximum size of any message; and the maximum disk space that will be allotted on BTC's servers on your behalf. BTC reserves the right to log off accounts or disconnect sessions that are inactive for an extended period of time. You agree that BTC will have no responsibility or liability for the deletion, failure to store, or failure to deliver any messages or other communications or content transmitted to or by the VOIP Phone Service.

YOU ACKNOWLEDGE THAT THE VOIP PHONE SERVICE MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF YOU ATTEMPT TO ACCESS 911 IN AN EMERGENCY. YOU FURTHER ACKNOWLEDGE THAT BTC DOES NOT PROVIDE BATTERY BACK UP FOR THE VOIP PHONE SERVICE AND THAT YOU BEAR THE RESPONSIBILITY OF ENSURING THAT AN ADEQUATE POWER SOURCE IS AVAILABLE IN THE EVENT OF A POWER OUTAGE OR OTHER INTERRUPTION.

BTC DOES NOT AND CANNOT GUARANTEE THAT THE VOIP PHONE SERVICE ACCESS TO 911 WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR BATTERY BACKUP POWER WILL BE SUFFICIENT TO MAINTAIN THE VOIP PHONE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES OR UPON THE OCCURRENCE OF ANY OTHER INTERRUPTION, INCLUDING, BUT NOT LIMITED TO, NETWORK OUTAGE, BROADBAND CONNECTION FAILURE, OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING ISSUES.

YOU ACKNOWLEDGE AND UNDERSTAND THAT BTC WILL NOT BE LIABLE FOR ANY LOSSES INCURRED DIRECTLY OR INDIRECTLY AS A RESULT OF SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING THE VOIP PHONE SERVICE OR

INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL FOR ANY REASON. YOU ACKNOWLEDGE THAT BTC STRONGLY RECOMMENDS YOU MAINTAIN AT ALL TIMES AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES, SUCH AS VIA CELLULAR TELEPHONE SERVICE.

BTC MAKES NO WARRANTY THAT (i) THE VOIP PHONE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE WHEN USED AS A COMMUNICATIONS PATHWAY FOR MONITORED BURGLAR ALARMS, MONITORED FIRE ALARMS, AND/OR MEDICAL MONITORING SYSTEMS OR DEVICES, (ii) THE VOIP PHONE SERVICE WILL BE COMPATIBLE WITH ANY PARTICULAR OR ALL MONITORED BURGLAR ALARM(S), MONITORED FIRE ALARM(S), OR MEDICAL MONITORING SYSTEM(S) OR DEVICE(S), OR (iii) ANY BATTERY BACKUP POWER EQUIPMENT YOU MAY PURCHASE WILL BE SUFFICIENT TO MAINTAIN THE VOIP PHONE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES. YOU ARE RESPONSIBLE FOR PURCHASING AND MAINTAINING ANY DESIRED BATTERY BACKUP EQUIPMENT. YOU ACKNOWLEDGE AND UNDERSTAND THAT BTC WILL NOT BE LIABLE FOR ANY LOSSES INCURRED DIRECTLY OR INDIRECTLY AS A RESULT OF ANY FAILURE OF ANY MONITORED BURGLAR ALARMS, MONITORED FIRE ALARMS, AND/OR MEDICAL MONITORING SYSTEMS OR DEVICES.

7. ACCEPTABLE USE OF THE SERVICES

(a) You agree that you will use the Services in accordance with the terms of this Agreement. The following uses of the Services are prohibited:

- (i) Transmitting any material that, intentionally or unintentionally, violates any applicable local, state,

national or international law, or any rules or regulations;

- (ii) Harming, or attempting to harm, minors in any way;
- (iii) Transmitting any material that threatens or encourages bodily harm or destruction of property or harasses another;
- (iv) Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information;
- (v) Making fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters";
- (vi) Forging of any TCP-IP packet header, email header or any part of a message header (this prohibition does not include the use of aliases or anonymous remailers);
- (vii) Transmitting any unsolicited commercial email or unsolicited bulk email or engaging in activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial;
- (viii) engaging in auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting;
- (ix) Accessing, or attempting to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of BTC's or another entity's computer software or hardware, electronic communications system or

telecommunications system, whether or not the intrusion results in the corruption or loss of data;

- (x) Infringement of intellectual property rights or other proprietary rights, including, without limitation, material protected by copyright, trademark, patent, trade secret, or any other proprietary rights of any third-party;
- (xi) Collecting, or attempting to collect, personal information about third-parties without their knowledge or consent;
- (xii) Reselling the Services without BTC's prior written authorization; provided, in the event BTC authorizes reselling of any or all of the Services, you agree that you bear the sole responsibility for 1) providing any such Services to any third-party, 2) any dispute, claim, or controversy arising out of or relating to providing such Services to any third-party, and 3) BTC shall bear no responsibility or liability, directly or indirectly, to any third-party as a result of your resale of any such Services;
- (xiii) Use of the Services at a location other than the Premises;
- (xiv) Posting or sending software or technical information in violation of U.S. export laws; or
- (xv) Engaging in any activity that adversely affects the ability of other people or systems to use BTC's Internet access services or the Internet, which includes distributed denial of service (DDoS) attacks against another network host or individual user and other interference with or disruption of other network users, network services or network equipment, whether intentional or unintentional.

(b) BTC may access, use, and disclose information regarding use of the Internet Services at the Premises to:

- (i) Comply with the law;
- (ii) Enforce or apply this Agreement;
- (iii) Initiate, render, bill, and collect for services;
- (iv) Protect BTC's rights or property and those of its customers; or
- (v) Protect users of BTC Internet access services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

(c) In the event the Internet Service is used in a manner prohibited under this [Section 7](#), BTC, in its sole discretion, may take any one or more of the following actions:

- (i) Issue warnings, whether written or verbal;
- (ii) Suspend your account;
- (iii) Terminate your account;
- (iv) Bill you for administrative costs and/or reactivation charges; or
- (v) Bring legal action to enjoin violations and/or to collect damages (including, without limitation, reasonable attorneys' fees), if any, caused by violations.

8. PAYMENT

BTC will bill you the recurring and installation rates set forth on the applicable Order Confirmation for the Internet Service, with any increases not set forth thereon applicable upon notice. Billing at the Premises will begin upon the earlier of either (i) the installation date, or (ii) 30 days after delivery of the applicable facility and/or Equipment to the Premises. BTC may choose to bill in full monthly increments with no

proration for partial service periods when any or all of the Services either start or end in the middle of a billing cycle.

You will pay in advance for the Services ordered by you (or, for the avoidance of doubt, ordered by anyone at the Premises, with or without your permission) until the services are canceled or terminated as permitted in this Agreement. The outstanding balance is due in full each month. BTC may, in its discretion, accept partial payments, which will be applied to the oldest outstanding statement. No “payment in full” notation or other restrictive endorsement written on your payments will restrict BTC’s ability to collect all amounts owing to BTC. If you do not pay your statements on time, BTC may restrict the availability or renewability of the Services, require immediate payment for the Services ordered, or deactivate the Services.

You agree to pay in full each month: (a) the monthly fee set forth in the Order Confirmation; (b) any charge(s) for Equipment required for the Services; (c) activation fees, connection and/or installation charges, if any; (d) late fees, service restoral fees, and other applicable service charges; (e) any applicable taxes, recovery fees and surcharges that BTC pays to municipalities and other governmental entities and may pass on to you; and (f) any other fee or charge applicable to your receipt of the Services through this Agreement or any other document arising out of or relating to the Services.

BTC will send you a statement for each billing cycle. The statement will show: (a) payments, credits, purchases and any other charges to your account(s), (b) the amount you owe BTC, and (c) the payment due date. If you have questions, you must contact BTC within sixty (60) days of receiving the statement in question. Failing to contact BTC within such period regarding any disputed portion of the statement will constitute a waiver of your right to assert such dispute. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of the Services.

If you fail to pay any amount you owe BTC, you may be subject to collections by BTC or your account may be referred to a third-party collection agency. To the extent permitted by law, you will pay BTC any costs and fees reasonably incurred to collect amounts you owe. Notwithstanding anything herein to the contrary, BTC may, in its sole discretion, seek relief in a court of proper jurisdiction in Tulsa, County, State of Oklahoma, for collection purposes.

9. DISPUTE RESOLUTION

Subject to the final sentence of Section 8, In the event of any dispute, claim, or controversy between you and BTC arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, whether such dispute, claim or controversy sounds in contract, tort, equity or otherwise, and whether such dispute, claim or controversy relates to the meaning, interpretation, effect, validity, performance or enforcement of the Agreement, you agree that such dispute, claim or controversy shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the “Arbitration Act”). The Arbitration Act will apply even though this Agreement provides that it is governed by, and construed in accordance with, the law of the state of Oklahoma.

Arbitration proceedings will be determined in accordance with the Arbitration Act, the then-current Consumer Arbitration Rules promulgated by the American Arbitration Association or any successor thereof (“AAA”), and the terms of this Section 9. In the event of any inconsistency, the terms of this Section 9 shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this Section 9, BTC may designate another arbitration organization with similar procedures to serve as the provider of arbitration. All disputes, claims, or controversies will be decided by one arbitrator in Tulsa County, State of Oklahoma.

YOU AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN A COURT OF GENERAL JURISDICTION AND ANY

RIGHT TO PARTICIPATE IN A CLASS ACTION OR CONSOLIDATED ACTION REGARDING ANY DISPUTE. SPECIFICALLY, YOU AGREE TO WAIVE ANY RIGHT TO PURSUE A DISPUTE BY JOINING A DISPUTED CLAIM WITH THE DISPUTED CLAIM OF ANY OTHER PERSON OR ENTITY OR TO ASSERT A DISPUTED CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING. THIS SECTION 9 DOES NOT PROHIBIT YOU FROM SUBMITTING ANY ISSUE YOU HAVE WITH BTC TO ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR PUBLIC SERVICE COMMISSION WHICH MAY BE ABLE TO SEEK RELIEF FROM BTC ON YOUR BEHALF.

10. CUSTOMER INFORMATION

You agree to provide true, accurate, current, and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate, current, and complete. If you or an Authorized User choose to provide a telephone number on your account, you and/or such Authorized User acknowledge and consent that BTC may place calls to such telephone for business purposes, including collection calls. If you have agreed to allow BTC to send text messages to the telephone number(s) associated with your account, then BTC may send text messages relating to your account or the Services to such telephone number(s).

You may designate one or more persons to act on your behalf in managing your account (any such person, an “Authorized User”), including changing or adding Equipment, adding to the Services, and discussing and receiving information relating to your account, billing statements, and the Services, by updating your account information to add an Authorized User(s). If your account is password protected, the password must be provided to engage in most account management functions. You agree to immediately notify BTC if your password has been compromised and/or you wish to remove an

Authorized User from your account. In the absence of such notification, you are responsible for activities on your account using your password or by persons listed as Authorized Users.

11. CHANGES TO THIS AGREEMENT

BTC may change the terms of this Agreement, including any change in any charge or fee, and the imposition of a new charge or fee, at any time, if BTC gives you notice of the change. If BTC makes a change to this Agreement that is material, and you do not wish to accept such material change, then you may terminate the Services directly affected by such material change by giving BTC at least 30 days’ prior notice, in which case you will not be subject to an Early Termination Charge. You will, however, still be responsible for all charges for the Services provided before you terminated this Agreement or any of the Services. A material change is ONLY a change that (a) terminates or substantially reduces the availability of the Services for you or (b) results in the increase of any charge by more than 10% of the monthly access charge for any single service underlying the Services. Material changes in the Services DO NOT include the increase in or imposition of (a) any charge required to be collected by any governmental authority (such as taxes or surcharges) or (b) any charge not prohibited by any governmental authority to recoup BTC’s expense incurred to comply with a governmental requirement.

12. TERMINATION

(a) Termination by You. You may terminate the Internet Service only by written notice to BTC, or if acknowledged in writing by BTC. Your notice is effective on the date BTC receives such notice. If you terminate the Services or a portion thereof after installation, then you remain liable for payment of all outstanding charges for the Services you used and Equipment you purchased or otherwise received from BTC prior to termination. If you terminate the Services prior to the last day of your billing cycle, then you will be charged for the full last month of the Services with no proration or credit.

Further, if you terminate the Services prior to the end of any applicable term, then you will be subject to an Early Termination Charge, as described at Section 13.

(b) Termination by BTC. Provisioning of the Services is subject to the availability of the requisite equipment and facilities. BTC may limit, interrupt, suspend, terminate, or refuse to provide the Services if: (i) you do not honor any provision of this Agreement; (ii) you use the Services in an adverse manner that affects BTC's network or other customers, you have used the Services fraudulently or unlawfully or are suspected of doing so, or there occurs an event for which BTC reasonably believes that the suspension or termination of the Services is necessary to protect BTC or BTC's other customers from an imminent operational, financial or security risk, in which case BTC will endeavor to provide advance notice if practicable; (iii) you use the Services in a manner that is excessive or unreasonable when compared to the predominant usage patterns of other customers, on a similar service plan, in your geographic area, and BTC may also implement charges or change you to the appropriate rate plan consistent with such use; (iv) you resell the Services without BTC's prior written authorization or beyond the scope of any such written authorization; (v) authorized for any other reason set forth in any relevant tariffs and price lists or terms and conditions; (vi) you do not pay any amount due to BTC or billed by BTC on behalf of others, including disputed amounts that BTC determines are valid charges on your bills and any deposits or advanced payments that BTC may require; (vii) facilities or property associated with providing the Services have been condemned, or use has been prohibited by the government in any manner; (viii) you fail to acquire and maintain the right-of-way or property access necessary for installation or maintenance of the Services; (ix) you are insolvent, have made an assignment for the benefit of creditors, or you have filed or had filed against you a petition for bankruptcy; (x) BTC determines, in its sole discretion, that facilities are not technically or economically feasible, including if copper (including coaxial) or fiber facilities are no longer available to BTC at reasonable rates or are not

available for any reason, including, but not limited to, regulatory changes or retirement of copper plant pursuant to FCC rules; or (xi) you make nuisance calls, impersonate another person, use obscene or profane language, or are abusive or harassing when communicating with BTC's representatives, and fail to stop the behavior after receiving a written or verbal warning from BTC; or you fail to comply with any law, or regulation, including but not limited to any applicable regulations, and do not cure such failure of compliance within 10 days of receiving notice from BTC. BTC may restore one or more of such interrupted or terminated Services, in its sole discretion, following your correction of the violation and payment of any amounts due (including any restoration charge assessed for restoring any of the Services).

13. RENEWAL AND EARLY TERMINATION

When you purchased the Services, you may have been required to commit to a fixed term. You understand that the rates that you agreed to pay for the Services are based upon your commitment to purchase the Services for the length of the applicable term. Either you or BTC may elect not to renew this Agreement by providing notice to the other no later than 30 days prior to expiration of the applicable term.

If neither you nor BTC deliver a timely notice not to renew, then the Services will be provided on a month-to-month basis. If you elect to continue service on a month-to-month basis, you should review the then current agreement regularly available at www.btcbbroadband.com, which will govern the Services. Your election to continue the Services represents your agreement to and acceptance of the then-current agreement.

You may terminate the Services at any time, but if you do so before the end of any applicable term, or if BTC terminates the Services after you have defaulted on your obligations, you will pay to BTC as liquidated damages, and not as a penalty, the "Early Termination Charge". Unless otherwise provided in the Order Confirmation, the Early Termination Charge will be equal to your monthly recurring charge for any terminated

Service(s) (including, without limitation, all fees, taxes, and other charges) multiplied by the number of remaining months in the applicable term.

You acknowledge that actual damages would be difficult to determine in the event that you terminate the Services prior to the end of an applicable term and that the Early Termination Charge represents a fair and reasonable estimate of the damages which may be incurred by BTC.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION

(a) Neither BTC nor any of its officers, directors, managers, principals, stockholders, partners, members, employees, agents, representatives and affiliates (each a "Related Party" and, collectively, the "Related Parties") shall be liable to you or any of your affiliates for any loss, liability, damage or expense arising out of or in connection with the provision of the Services, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct of such person. In no event will BTC or any of its Related Parties be liable to you for special, indirect, punitive or consequential damages, including, without limitation, loss of profits or lost business, even if BTC has been advised of the possibility of such damages. Under no circumstances will the liability of BTC and Related Parties exceed, in the aggregate, the amounts actually paid to BTC under this Agreement in the 12 months preceding the accrual of any such liability.

(b) You agree to indemnify and hold BTC and the Related Parties harmless from any claim or demand, including those for reasonable attorneys' fees or those made by any third-party due to or arising out of: content you submit; post; transmit; or otherwise make available through the Services, your use of the Services, your connection to the Services, your violation of this Agreement, or your violation of any rights of any other person.

(c) You acknowledge that you are responsible for all use of the Services by your account (including use by subaccounts) and that

this Agreement applies to any and all usage of your account. You agree to abide by these terms, and you agree to defend, hold harmless, and indemnify BTC from and against any and all claims stemming from usage of the Services, whether or not such usage is expressly authorized by you.

15. LIMITS ON BTC'S RESPONSIBILITY

(a) Service Interruptions. Services may be interrupted from time to time for a variety of reasons. BTC is not responsible for any interruptions of the Services that occur due to any act of God, war, terrorism, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-performance of any of your agents or your third party providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control. If an interruption of a significant length of time occurs that is within BTC's reasonable control, upon your request, BTC will provide what it reasonably determines to be a fair and equitable adjustment to your account to make up for such interruption. This will be your sole remedy and BTC's sole duty in such cases.

(b) WARRANTY DISCLAIMER. **EXCEPT AS PROVIDED HEREIN, BTC MAKES NO WARRANTY REGARDING THE SERVICES OR THE EQUIPMENT OR SOFTWARE, ALL OF WHICH ARE PROVIDED "AS IS." ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, FITNESS FOR A PARTICULAR PURPOSE, AND NON-FRINGEMENT, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.**

(c) Statements by BTC Agents. No oral or written statement, advice or information made or provided by BTC's employees, agents, or contractors shall create a warranty, and you may not rely on any such information for any purpose.

BTC, and supersedes all prior agreements and understandings, oral or written, if any, with respect to the Services.

16. MISCELLANEOUS

(a) Notice. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the email address you provided to BTC. Any written notice required or permitted to be provided to BTC under this Agreement will be deemed given when received at the address provided below:

6 East Breckenridge Avenue
Bixby, OK 74008

(b) Applicable Law. This Agreement and all matters arising out of or relating hereto (whether sounding in contract law, tort law, or otherwise), shall be governed by, and shall be construed and enforced in accordance with, the laws of the state of Oklahoma, without regard to conflicts of laws principles.

(c) Assignment. BTC may assign this Agreement without any advance consent from or notice to you. You may not assign this Agreement without BTC's written consent.

(d) Waiver; Severability. If BTC does not enforce any right or remedy available under this Agreement, that failure is not a waiver. If any part of this Agreement is held invalid or unenforceable, then the remainder of this Agreement will remain in force.

(e) Headings. The headings set forth in this Agreement are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement

(f) Entirety. This Agreement represents the entire agreement between you and