

BTC BROADBAND
MANAGED SERVICES 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 customers, including a variety of managed network and related IT services that are aimed at maintaining, and anticipating need for, a range of processes and functions in order to improve operations and cut expenses for our valued business customers. These Terms and Conditions have been implemented in order to maximize the value that you receive as a BTC customer through BTC’s managed IT services.

1. AGREEMENT AND ACCEPTANCE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IT IS ESPECIALLY IMPORTANT FOR YOU TO READ SECTION 14 (DISPUTE RESOLUTION) CAREFULLY, AS SECTION 14 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 Managed 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 Terms and Conditions applicable to other BTC telecommunication services, please visit.

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 any Managed Services or Equipment. 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 Managed Services or Equipment, and are authorized to obtain the Managed Services and Equipment 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:

“Equipment” means any and all, as applicable, of the hardware or software sold, leased or rented to you by BTC pursuant to this Agreement.

“Managed Service(s)” means any of the managed services to be provided to you by BTC, as individually described in any Order Confirmation and/or Service Level Agreement and any Schedules, Exhibits or Addenda attached thereto.

“Order Confirmation” means the form (whether paper or electronic) provided to you by BTC confirming the Managed Services and Equipment 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 Managed Services and use the Equipment.

“Systems” means IT infrastructure, including electronic systems and networks, whether

operated directly by BTC or through the use of third-party service providers.

“User(s)” means any of your employees, consultants, contractors, clients, or agents that use the Managed Services.

“You” or “you” means, collectively, the person or entity to which the Managed Services are to be provided and/or the Equipment is to be leased or sold, as applicable, and anyone, including each User, who accesses the Managed Services and Equipment provided to you.

3. ELIGIBILITY AND AVAILABILITY

BTC strives to quickly and efficiently provide managed network and IT services to as many customers as possible. However, BTC services are not available in all areas and may not be available 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 managed network or IT services are to be made available to a particular location.

BTC’s agreement to provide the Managed 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 Managed 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 Managed 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 Managed Services before installation, or BTC cannot install the Managed Services for some reason, then BTC may refund the advanced payment.

BTC will not refund any advanced payment made after installation of the Managed Services.

Your payment of an installation fee for the Managed Services or Equipment to be provided at a particular location does not obligate BTC to provide the Managed Services or Equipment to such location. If an installation fee is paid for the provision of the Managed Services at a particular location and BTC, in its sole discretion, does not initiate the installation of Equipment or provision of the Managed 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 all equipment, including the Equipment, necessary for you to receive the Managed 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 obtain the necessary permission(s) for BTC to install the Equipment necessary for the Managed Services, you are responsible for reimbursing BTC for those costs, regardless of whether BTC inquired as to your receipt of necessary permissions.

4. MANAGED SERVICES

(a) Managed Services. BTC will make the Managed Services and the Equipment available to you during the Term subject to the terms and conditions set forth in this Agreement.

(b) Service and System Control. Except as otherwise stated in this Agreement, as between the parties, BTC will retain sole control over the operation, maintenance and management of the Managed Services and BTC's Systems.

(c) Service Level Agreement. BTC will strive to perform and provide the Managed Services in accordance with the performance standards described in the applicable Service Level Agreement.

(d) Changes. BTC may make any changes to the Managed Services that it deems necessary or useful to: (i) maintain or enhance the Managed Services, subject to the Service Level Agreement; or (ii) to comply with applicable law.

5. EQUIPMENT

(a) Ownership. 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 Managed Services on the Equipment and any equipment you own.

(b) Use. 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.

(c) Replacement of Equipment. BTC will repair or replace the Equipment in the event of damage thereto as BTC deems necessary, and BTC 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.

(d) Damage to Equipment. If any 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.

(e) Return of Equipment. Except as otherwise provided, the Equipment must be returned to BTC undamaged, within twenty-one (21) calendar days after the Managed Services are terminated for any reason. If the Equipment is not returned within twenty-one (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 (3) 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 (3) months after termination. This paragraph also applies if your existing Equipment is replaced or upgraded for any reason.

(f) Software. 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 Managed Services. This license is for the sole purpose of allowing you to use the Managed Services. You may not copy, modify, distribute, sell, sublicense, or lease any part of the Software or the other Equipment. 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 you and configure any equipment owned by you and utilized to receive the Managed Services when necessary to provide the Managed 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.

(g) Customer Equipment. Other than the Equipment provided to you by BTC for use with the Managed Services, you must provide all equipment, devices, and software necessary to receive the Managed 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.

(h) Access to Equipment. Regardless of whether the equipment used in connection with the Managed Services is owned by you or BTC, BTC reserves the right to manage such equipment for the duration of its provision of the Managed 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 Managed Services.

6. 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 Managed 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

Managed Services, and discussing and receiving information relating to your account, billing statements, and the Managed 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.

7. ACCEPTABLE USE

(a) You agree that you will use the Managed Services and Equipment in accordance with the terms of this Agreement. To the extent applicable to any of the Managed Services and Equipment, the following uses of the Managed Services and Equipment are prohibited:

- (i) Transmitting any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rule or regulation;
- (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 Managed Services without BTC’s prior written authorization; provided, in the event BTC authorizes in writing, in its sole discretion, the reselling of any or all of the Managed Services, you agree that you bear the sole responsibility for 1)

providing any such Managed Services to any third party, 2) any dispute, claim, or controversy arising out of or relating to providing such Managed 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 Managed Services;

- (xiii) Use of the Managed 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 Managed Services and Equipment 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 any Managed Service or any of the Equipment 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 Managed Services and Equipment, with any increases not set forth thereon applicable upon notice. Unless otherwise provided in the Order Confirmation, billing at the Premises will begin upon the earlier of either (i) the installation date, or (ii) thirty (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 Managed Services either start or end in the middle of a billing cycle.

You will pay in advance for the Managed Services ordered by you (or, for the avoidance of doubt, ordered by anyone at the Premises, with or without your permission) until the Managed 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 Managed Services, require immediate payment

for the Managed Services ordered, or deactivate the Managed 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 Managed 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 Overages charges from metered services, like but not limited to LTE 1GB/5GB per month data overages, and 5,000 texts per month for BTC Texting Services; (g) any other fee or charge applicable to your receipt of the Managed Services through this Agreement or any other document arising out of or relating to the Managed 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 Managed 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. ADDITIONAL CUSTOMER OBLIGATIONS

You agree that you shall:

(a) cooperate with BTC in all matters relating to the Managed Services and provide such access to the Premises, and such office accommodation and other facilities as may reasonably be requested by BTC, for the purposes of performing the Managed Services;

(b) respond promptly to any BTC request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for BTC to provide the Managed Services in accordance with the requirements of this Agreement;

(c) provide such materials or information as BTC may request to carry out the Managed Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and

(d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Managed Services before the date on which the Managed Services are to start.

10. CUSTOMER'S ACTS OR OMISSIONS.

If BTC's performance of its obligations under this Agreement is prevented or delayed by any act or omission of you or your agents, subcontractors, consultants, or employees, BTC shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by you, in each case, to the extent arising directly or indirectly from such prevention or delay.

11. INTELLECTUAL PROPERTY

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade

dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to you under this Agreement or prepared by or on behalf of BTC in the course of providing the Managed Services, including any items identified as such in any Order Confirmation (collectively, the "Deliverables") shall be owned by BTC. BTC hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable you to make reasonable use of the Deliverables and the Managed Services.

12. CONFIDENTIAL INFORMATION

(a) All non-public, confidential or proprietary information of BTC, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by BTC to you, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Managed Services and this Agreement is confidential, and shall not be disclosed or copied by you without the prior written consent of BTC. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to you at the time of disclosure; or
- (iii) rightfully obtained by you on a non-confidential basis from a third party.

(b) You agree to use the Confidential Information only to make use of the Managed Services and Deliverables.

(c) BTC shall be entitled to injunctive relief for any violation of this Section 12.

13. REPRESENTATION AND WARRANTY

(a) BTC represents and warrants to you that it shall perform and provide the Managed Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) BTC shall not be liable for a breach of the warranty set forth in Section 13(a) unless you give written notice of the defective Managed Services, reasonably described, to BTC within thirty (30) days of the time when you discover or ought to have discovered that the Managed Services were defective.

(c) Subject to Section 13(b), BTC shall, in its sole discretion, either:

- (i) repair or re-perform such Managed Services (or the defective part); or
- (ii) credit or refund the price of such Managed Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN SECTION 13(c) SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND BTC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 13(a).

14. 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 14. In the event of any inconsistency, the terms of this Section 14 shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this Section 14, 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 14 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.

15. 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 part of the Managed 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 such Managed Services provided before you terminated this Agreement or any of the Managed Services. A material change is ONLY a change that (a) terminates or substantially reduces the availability of the Managed 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 Managed Services. Material changes in the Managed 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.

16. TERMINATION

(a) Termination by You. You may terminate the Managed Services 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 Managed Services or a portion thereof after installation, then you remain liable for payment of all outstanding charges for the Managed Services you used and Equipment you purchased or otherwise received from BTC prior to termination. If you terminate the Managed Services prior to the last day of your billing cycle, then you will be charged for the full last month of the Managed Services with no proration or credit. Further, if you terminate the Managed Services prior to the end of any applicable term, then you will be subject to an Early Termination Charge, as described at [Section 17](#).

(b) Termination by BTC. Provisioning of the Managed Services is subject to the availability of the requisite equipment and facilities. BTC may limit, interrupt, suspend, terminate, or refuse to provide the Managed Services if: (i) you do not honor any provision of this Agreement; (ii) you use the Managed Services in an adverse manner that affects BTC's network or other customers, you have used the Managed 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 Managed 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 Managed 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 Managed 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 Managed 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 Managed Services or Equipment; (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 (xii) 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 ten (10) days of receiving notice from BTC. BTC may restore one or more of such interrupted or terminated Managed 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 Managed Services).

17. RENEWAL AND EARLY TERMINATION

When you purchased the Managed Services, you may have been required to commit to a fixed term. You understand that the rates that you agreed to pay for the Managed Services are based upon your commitment to purchase the Managed 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 thirty (30) days prior to expiration of the applicable term. The agreement will renew automatically at the end of the term unless BTC is notified in writing no later than thirty (30) days prior to expiration of the applicable term.

You may terminate the Managed Services at any time, but if you do so before the end of any applicable term, or if BTC terminates the Managed 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 Managed 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. BTC reserves the right to charge reimbursement for unreasonable damage to equipment.

18. 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 Managed Services or the Equipment, unless such loss, liability, damage, or expense shall be proven to result directly from the gross negligence or 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 twelve (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 Managed Services, your use of the Managed Services, your connection to the Managed Services, your violation of this Agreement, or your violation of any rights of any other person.

(c) Customer agrees to not use any copyrighted music and hereby release BTC Broadband from any liability regarding the music we use for our "Music on Hold."

(d) You acknowledge that you are responsible for all use of the Managed 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 Managed Services, whether or not such usage is expressly authorized by you.

19. LIMITS ON BTC'S RESPONSIBILITY

(a) Service Interruptions. Managed Services may be interrupted from time to time for a variety of reasons. BTC is not responsible for any interruptions of the Managed Services that occur due to any act of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, power outage, 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 FOR THE WARRANTY SET FORTH IN SECTION 13(a) ABOVE, BTC MAKES NO WARRANTY REGARDING THE MANAGED 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-INFRINGEMENT, 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.

20. 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. No waiver by BTC of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by BTC. No failure to exercise, or delay in exercising, any

rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any part of this Agreement is held invalid or unenforceable, then the remainder of this Agreement will remain in force.

(f) Survival. Provisions of these Terms and Conditions, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Dispute Resolution, Applicable Law, and Survival.

(g) 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

(h) Entirety. This Agreement represents the entire agreement between you and BTC with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, if any, with respect to the Managed Services and Equipment.