



GENERAL TERMS AND CONDITIONS FOR OEC FIBER SERVICES

1) OVERVIEW. The terms and conditions stated herein shall apply with respect to the provision of any and all broadband, telecommunications and related services ("Services") by OEC Fiber ("OEC Fiber") as requested by the individual or entity ("Customer") in conjunction with a Fiber Service Agreement ("Agreement") and are a summary of the terms and conditions applicable to the Agreement. See our "Terms and Conditions" at <http://www.oecfiber.com/> for the complete terms and conditions applicable to the Agreement.

2) SCOPE OF SERVICE.

- a)** The Service and the Equipment are solely and exclusively for the use of the Customer and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. Customer acknowledges the Service and the Equipment were developed, compiled, prepared, revised, selected and arranged by OEC Fiber and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial, time, effort and money and constitute valuable industrial and intellectual property and trade secrets of OEC Fiber and such others. Customer agrees to protect the proprietary rights of OEC Fiber and all others having rights in the Service and the Equipment during and after the Term. Customer acknowledges and agrees that it has no ownership rights in and to the Service and that no such rights are granted under this Agreement. Customer shall honor and comply with all written requests made by OEC Fiber or its suppliers to protect their and others' contractual, statutory and common law rights in the Service and the Equipment with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. Customer agrees to notify OEC Fiber in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Service or the Equipment infringe upon any copyright, trademark, or other contractual, statutory, or common law rights.
- b)** Customer shall not access the Service through any medium or Equipment which OEC Fiber has not authorized in writing, nor may any medium or Equipment by which the Service is provided be shared, moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other equipment without OEC Fiber's prior written consent. In addition, Customer shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Service or any portion thereof with or to any other equipment, network or software that OEC Fiber, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Service or any portion thereof and, from time to time, upon OEC Fiber's request therefore, Customer shall promptly notify OEC Fiber in writing of any and all such equipment, network and software. Service expressly provided by OEC Fiber for operation on Customer's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and Customer shall bear all cost and responsibility for such equipment.

Unauthorized access or use is unlawful and OEC Fiber and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. Customer agrees to notify OEC Fiber in writing promptly upon becoming aware of any unauthorized access or use. Customer shall not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the equipment.

Customer may use the Service solely for its internal business purposes and may not use the Service for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of the Service or any portion thereof, except as OEC Fiber may expressly permit under a separate development license with Customer.

- c) The analysis and presentation included in the Service shall not be recirculated, redistributed or published by Customer except for internal purposes without the prior written consent of OEC Fiber and where necessary, with certain sources of the information included in the Service.
- d) Customer shall not use any of OEC Fiber's or its Affiliated Companies' trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with Customer, and Customer acknowledges that it has no ownership rights in and to any of these names and marks.
- e) Customer acknowledges and agrees that OEC Fiber may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an Affiliated Company of OEC Fiber, which may discharge those responsibilities, obligations and duties on behalf of OEC Fiber.

3) TERM AND TERMINATION. The following term and termination restrictions will apply based upon the level of service and classification of service that Customer subscribes to, as defined below:

a) Residential:

- i) The term of the Agreement shall commence upon the initial installation or activation of any Service and shall continue in full force and effect for the time period from month to month unless earlier terminated in accordance with the terms and provisions of the Agreement.
- ii) Customer may terminate the Agreement on thirty (30) days' written notice to OEC Fiber. OEC Fiber may terminate the Agreement at any time upon written notice to Customer. Customer shall pay to OEC Fiber, immediately upon demand, all sums then due and unpaid at the time of termination.

b) Enterprise and Small Business:

- i) Unless the 2 b ii) below applies, Service is offered on a month to month basis that begins on the date OEC Fiber activates your Service, unless activation is delayed due to circumstances beyond the customer's control – then the term starts once the impediment to activation is removed and ends on the day before the same date in the following month; but in all events, billing will commence within six (6) months of execution of the Agreement. Should you postpone the date of activation more than one time, you will be charged two-hundred fifty dollars (\$250) per location for each and every postponement after the first postponement. For purpose of clarity, the preceding sentence does not obligate us to grant a postponement of the activation date. Subsequent terms of this Agreement automatically renew on a monthly basis unless you give us written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to disconnect Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You will also be responsible for the next full month's charges in the event that you do not provide the requisite ten-day notice of disconnection prior to the expiration of the then current term. Expiration of the term, suspension or disconnection of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.
- ii) Some products/services are available under a term agreement (Term). The Term starts on the day of the last billed new Service, or product (if applicable) whichever is later, and billing for Service commences when each Service is activated, unless activation is delayed due to

circumstances beyond the customer's control—then the billing starts once the impediment to activation is removed; but in all events, billing will commence within six (6) months of execution of the Agreement. Should you postpone the date of activation more than one time, you will be charged two-hundred fifty dollars (\$250) per location for each and every postponement after the first postponement. For purpose of clarity, the preceding sentence does not obligate us to grant a postponement of the activation date. The Term and will automatically renew for successive one (1) year terms thereafter (in each case, a "Renewal Term"), until terminated in accordance with the remaining terms of this Agreement.

- iii) Either party may terminate a Term Agreement, for any reason or for no reason, at the end of the current term or any Renewal Term by providing the other party with not less than ninety (90) days prior written notice of termination.
- iv) Either party may terminate a Term Agreement if the other party has committed a material breach of this Agreement, and such breach is not cured within thirty (30) days of the date the party in breach receives written notice of the breach. If we terminate this Agreement under this Section 2. (b) (ii) you shall pay us a termination fee equal to the sum of one hundred percent (100%) of the remaining minimum monthly fees that would have been incurred for the remainder of the Term of this Agreement (the "Termination Charge"), plus all fees incurred prior to the date of termination of services, plus any damages incurred by us as a result of your material breach.
- v) Before the end of the any term or Renewal Term, and without your breaching this Agreement, you may terminate a Term Agreement with respect to all Services by written notification to us. The Agreement shall terminate thirty (30) days thereafter, at which time you shall pay us a termination charge equal to the sum of one hundred percent (100%) of the remaining minimum monthly fees that would have been incurred for the remainder of the Term of this Agreement (the "Termination Charge"), plus all fees incurred prior to the date of termination of services. Customer has a right to reduce its Services requested without penalty if the reduction is related to a decrease in the number of the Customer's employees utilizing the Services, and not to shift Services to a different provider.

4) RATES AND CHARGES. The rates and charges for the Services are set forth in the Agreement, together with any and all of OEC Fiber's tariffs, as applicable and as amended from time to time. Current installation and monthly fees are posted on OEC Fiber's website at www.oecfiber.com. All prices, fees charges, packages, and where applicable, programming, features, functionality are subject to change without notice. Any upgrades in existing Service will be charged at the upgraded level.

5) TAXES AND SURCHARGES. In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services and any Equipment, excluding taxes based on OEC Fiber's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, PICC, and payphone surcharges, as required or permitted by applicable law, regulation or tariff and/or as specified on the OEC Fiber website at <http://www.oecfiber.com>.

6) BILLING AND PAYMENT.

- a) Charges for all Services shall be billed monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears), including but not limited to: activation fees; monthly Service fees; equipment rental fees; usage

charges; international usage charges; advanced feature charges; advanced features/add-ons; regulatory recovery fee, universal service fund; 911 fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges. The amount of such fees and charges shall be published on our website and may change from time to time. OEC Fiber may introduce new products and services at special introductory pricing. Introductory pricing may change at OEC Fiber's discretion. Notification of monthly invoices will be sent to you via mail or your email address on file with us. Any usage charges will be billed in increments that are rounded up to the nearest minute unless otherwise set forth in the rate schedules found on our website.

- b) All charges are due upon Customer's receipt of a bill for such amounts. All amounts due hereunder which are not paid by Customer within twenty (20) days from the date of the bill shall become delinquent. Services may be disconnected after five (5) days written notice that service may be disconnected unless the delinquent account is paid in full. If service is disconnected for non-payment, OEC Fiber may require payment of any outstanding balance along with all late fees (currently at \$25.00) prior to reconnection. Customer will further be liable to Company for all costs associated with collection of any amount owed by Customer under this Agreement, including, but not limited to reasonable attorneys' fees. Customer must provide OEC Fiber with written notice of any disputed charge(s) within thirty (30) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. Customer shall pay the invoiced amount by the Due Date; provided that payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section.
- c) You must notify us in writing within thirty (30) days after receiving your statement if you dispute any OEC Fiber charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

OEC Fiber

PO Box 1208

Norman, OK 73070

The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. OEC Fiber and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Customer, OEC Fiber shall issue a credit on Customer's subsequent invoice for the disputed amount. If OEC Fiber initiates legal proceedings to collect any amount due hereunder and OEC Fiber substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by OEC Fiber in prosecuting such proceedings and any appeals therefrom.

- d) The above fees are defined as follows:
- i) Activation Fee - This fee covers charges for setting up your account and activating you on our system.
 - ii) Monthly Service Fee - This is the basic charge associated with your Service. This fee includes the calling charges defined by your plan; the features associated with your plan and basic account Service.
 - iii) Equipment Rental Fees - This is the charge associated with the rental of equipment for the sole purpose of use in connection with the Service.
 - iv) Usage Charges - If you exceed the number of calling minutes on your plan, OEC Fiber will bill you for the minutes you use above your allowance. OEC Fiber also bills for calls to directory assistance and other information services.
 - v) International Usage Charges - These are the fees associated with calls to locations outside of the US, and Canada.

- vi) Advanced Features, Add-Ons, and Premium Services – OEC Fiber charges additional fees for enhanced features and services such as Virtual Phone Numbers.
 - vii) Universal Service Fund - The Universal Service Fund (USF) provides support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. All telephone companies that provide service between states and internationally, including wireless companies, must contribute a percentage of their revenues derived from these services to the USF.
 - viii) Taxes – OEC Fiber is required to bill and collect local, state and federal taxes imposed on OEC Fiber customers by the various taxing authorities. OEC Fiber passes all taxes it collects on to the appropriate taxing authority.
 - ix) 911 Fees - State and/or local governments may assess fees on OEC Fiber to pay for emergency services in your community. OEC Fiber bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on where you live, these fees can vary widely. OEC Fiber is committed to supporting public safety services and resources in your State.
- e) Discontinuance of Service.** We reserve the right to suspend or discontinue the Service generally, or to disconnect your Service or a service component, at any time in our sole and absolute discretion. If we discontinue the Service generally, or disconnect your Service without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. If your Service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. OEC Fiber will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus.
- f) Taxes.** State and local governments may assess taxes, surcharges and/or fees on your use of OEC Fiber Service. These charges may be a flat fee or a percentage of your OEC Fiber charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or equipment. Such amounts are in addition to payment for the Service or equipment and will be billed to you as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax exempt status. Tax exemption will only apply from and after the date we receive such certificate.
- 7) EQUIPMENT.** Depending on the level of Service selected by Customer, certain equipment will be required for service. This may include an Optical Network terminal, In-home fiber cable, wi-fi extender, gigabit switch, etc. ("Equipment"). OEC Fiber will supply Customer with the Equipment, which shall at all times remain the property of OEC Fiber, shall not be tampered with, and upon termination or cancellation of Service shall be returned to OEC Fiber in the same condition as existed at the time of delivery, reasonable wear and tear excluded. Failure to return Equipment to OEC Fiber may result in a Customer being liable for and charged with the full cost of replacing the Equipment. If you receive Equipment that is visibly damaged, you must contact our customer care department immediately at Support@oecfiber.com or 405-217-6868. If you purchase the Equipment, you bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

- a) **Equipment Purchases:** You may purchase telecom Equipment to utilize the OEC Fiber Service. You will be deemed to have accepted the items five (5) days after each is delivered and installed, unless you notify us in writing to the contrary. Returns for credit after five (5) days automatically receive a 20% restocking fee, along with an additional 10% fee for each additional 30-day period. If you receive Equipment that is visibly damaged, you must contact our customer care department immediately at Support@oecfiber.com or 405-217-6868. OEC Fiber may, at your request, facilitate the provision of Equipment from a third-party supplier or resell certain Equipment. Procuring and maintaining that Equipment is your sole responsibility. While we suggest and resell some Equipment brands and facilitate your purchase of some Equipment as an accommodation, the original Equipment manufacturer and not OEC Fiber shall be responsible for any Equipment defects. OEC Fiber will pass all original Equipment manufacturer warranties for the Equipment to you and will not have any liability to you regarding such Equipment. Please check the Equipment provider's website for warranty, return rules and other terms and conditions applicable to such third-party Equipment supplier. ALL EQUIPMENT SALES ARE FINAL. Equipment may be returned to the manufacturer in the event of a defect that arises within the applicable warranty period, provided you comply with the terms of this Section and the manufacturer's Return Materials Authorization ("RMA") policy. Prior to returning the Equipment, you must contact OEC Fiber so OEC Fiber can determine whether a defect exists and to receive an RMA number, which is required along with the return. You must ship the Equipment to the manufacturer at the address provided by OEC Fiber in accordance with all RMA procedures. You have 10 days after receipt of an RMA to ship the Equipment back to the manufacturer at the address we provide. You must pay all shipping fees. Once the manufacturer has received the Equipment, the original Equipment manufacturer will deal with the Equipment under its applicable warranty policy.
- b) **Equipment Rentals.** In addition to the other services referred to in this Agreement, we may rent Equipment to you for the sole purpose of use in connection with the Service. The term of use of the Equipment will be coterminous with the end of the term for the Service and any extensions thereof; you will be deemed to have accepted the items five (5) days after each is delivered and installed, unless you notify us in writing to the contrary. You may return any defective Equipment to us for a replacement as long as it has not been misused or damaged by you, your agents or invitees. Furthermore, you shall be responsible for ensuring that any OEC Fiber Equipment is maintained in a secure location, and you shall be fully liable for any and all costs and charges associated with damage to or loss of OEC Fiber Equipment.
- i) If you are not in default under this Agreement, your End of Contract (EOK) options for phone(s) or Equipment are: (a) to automatically renew the term for your other services including the Equipment; (b) purchase the Equipment for its/their then fair market value from OEC Fiber or one of its vendors.; or (c) return the phone(s). You must give us three (3) months prior written notice of your EOK option choice. Under option (b), upon receipt of all amounts due for the purchase of the Equipment, clear title will be transferred to you on an "As Is, Where Is" basis.
 - ii) If you elect to return Equipment to us upon expiration of your contract, you must notify us in writing of your intent at least three (3) months prior to contract expiration and you must return the Equipment to us immediately upon the EOK. The Equipment must be in good condition and working order, reasonable wear and tear expected ("Good Working Order"). We reserve the right to recover full reimbursement from you for the reasonable cost and expense incurred by us to restore such Equipment to Good Working Order. If the equipment is not returned to us at EOK, OEC Fiber shall bill you for the full retail price of the equipment. You will return the Equipment to our main office at 242 24th Ave NW, Norman OK 73069. You are responsible for any costs associated with de-installation, packing, proper content labeling and return of the Equipment. Prior to return of Equipment, you are responsible for removing all your information and data, including programs not licensed to the Equipment. We have no obligation to remove your information or any other party's information from any Equipment. The return of Equipment shall constitute a full release by you of any leasehold rights or possessory interest in the

Equipment.

8) CANCELLATION. Customer may cancel Service only as follows:

a) Telephone Cancellation: 405-217-6868

b) Email: support@OECFiber.com

c) Mail Cancellation:

OEC Fiber

Cancel Service

PO Box 1208

Norman, OK 73070

Cancellations must include Customer's name, account number, address, telephone number, and date of desired cancellation.

9) AUTHORIZED USER. Customer and members of Customer's household, including guests of Customer, are the only authorized users of the Service and must comply with the Agreement. Customer may not sell, transfer, lease, encumber or assign all or part of the Service. If Customer installs a wireless router, no one outside of Customer's household may access the Service through Customer's account. Customer is responsible for all traffic coming into or from Customer's account even if it is an unauthorized user. Customer shall assure that any use of the Service complies with all applicable laws, regulations and rules. This limitation on authorized users includes, but is not limited to, hosting applications such as the provision of e-mail, FTP, HTTP, VoIP, and Telnet access. Although resale of such services is prohibited, a business rate plan allows for the hosting of these services for the business's own purpose (e.g., employee email, basic business website for marketing).

10) INSTALLATION. Installation of the Service means that Service has been made available to Customer, which, depending on the Level of Service available to and selected by Customer, may include access to a data, voice, or video connection. OEC Fiber cannot guarantee that the Service can be provisioned to a specific location. OEC Fiber may, in its sole discretion, accept or reject any potential Customer. Because of the complex nature of the Service, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. Where, after installation has begun for a Customer, it is learned that Service is not reasonably possible, OEC Fiber will cancel the installation process and refund any money Customer paid for installation. Installation includes up to one thousand (1,000) feet of fiber strand to the residence or business and continues to the equipment provided by OEC Fiber. Any work outside of the scope of this installation will be an additional charge. Pricing varies, please contact us at (405) 217-6868 or email info@oecfiber.com for more information.

11) ACCESS TO CUSTOMER'S PROPERTY. Customer shall allow OEC Fiber and its agents the right to enter Customer's real property and premises at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service and Equipment.

12) EASEMENT ON CUSTOMER'S PROPERTY. In consideration of receiving Service from OEC Fiber, Customer hereby grants or will grant to OEC Fiber or Oklahoma Electric Cooperative any easements required by OEC Fiber or Oklahoma Electric Cooperative on, under, over or through Customer's real estate for purposes of extending fiber optic cable so to provide Service to Customer and others as well as to perform maintenance, service upgrades, and periodic clearing of rights of way. When economically feasible, all extensions shall follow any existing utility easements.

13) UNAUTHORIZED USE OF SERVICES.

a) OEC Fiber shall have the right (but not the obligation) to take protective action against Customer in

order to protect OEC Fiber's network from any unauthorized use, found in these Terms and Conditions and our Acceptable Use Policy, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in OEC Fiber's reasonable discretion.) The Service does not support and OEC Fiber will not accept 976/900 and such other call types in which charges are placed on an end-user's bill and OEC Fiber might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited without OEC Fiber's written consent. No Use with Auto-Dialer (or "Robo-Dialer"): In addition to any applicable limitations pursuant to the AUP (as defined below and found in our AUP), Licensee may not use the UC Voice Service with (or in connection with) an auto-dialer (or "Robo-dialer"), which Oklahoma Fiber, LLC will determine, in its reasonable discretion, based upon analysis of Licensee's traffic patterns in the ordinary course of business.

- b) Unlawful Uses.** You shall use the Service and the Equipment only for lawful purposes. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Equipment for an unlawful purpose. In the event of such disconnection, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Equipment for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, OEC Fiber will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.
- c) Inappropriate Conduct.** You shall not use the Service or the Equipment in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Equipment in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Equipment in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, OEC Fiber will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Furthermore, OEC Fiber reserves all of its rights at law and equity to proceed against anyone who uses the Service illegally or improperly.
- d) Tampering.** Customer shall not change the electronic serial number or Equipment identifier of the Equipment to perform a factory reset of the Equipment without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Equipment. In the event of such disconnection, you will remain responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.
- e) Theft of Service.** Customer shall not use the Service in a manner calculated to avoid OEC Fiber policies and procedures. Customer shall not obtain or use the Service in an improper manner. You

shall notify us immediately, in writing or by calling our customer support line, if the Equipment is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Equipment theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using Equipment stolen from you and any and all stolen, fraudulent or unauthorized use of the Service. OEC Fiber reserves all of its rights at law and equity to proceed against anyone who uses the Service illegally or improperly.

- f) We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Equipment in any way that violates our Acceptable Use Policy.

14) COPYRIGHT; TRADEMARK; UNAUTHORISED USE OF EQUIPMENT, FIRMWARE OR SOFTWARE.

- a) Copyright; Trademark. The Service and Equipment and any firmware or software used to provide the Service, or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Service, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.
- b) Unauthorized Usage of Equipment; Firmware or Software. You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Equipment is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Equipment for any other purpose. We reserve the right to prohibit the use of any interface equipment that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface equipment that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface Equipment with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

15) OEC FIBER'S USE OF EQUIPMENT. Customer agrees and understands OEC Fiber may utilize the Equipment provided by OEC Fiber to the Customer to extend coverage of the fiber optic network for OEC Fiber's or other Customers' use. Such use will utilize an account and network independent of the Customer's Service and will not impede or restrict Customer's Service.

16) GENERAL RESTRICTIONS ON THE SERVICE. The Service speeds and quality identified in OEC Fiber's marketing materials and other communications reflect Service speed and quality capability and are dependent upon the Level of Service selected and available. The high-end of the speed or quality range for Service represents the potential wired maximum speed and quality capability for a Level of Service, but is not a statement or guarantee of the maximum speed or quality Customer will receive. OEC Fiber may contract with third parties to provide portions of the Service. If the SOF includes "Unlimited" SIP Trunking Service, the following restrictions and limitations also apply:

- a) Standard Business Use: The SIP Trunking Service is provided for Standard Business Use. Provider reserves the right to ensure that Customer's (and Customer's customer(s) or Subscriber(s)) use of the SIP Trunking Service is consistent with Standard Business Use and otherwise complies with these Terms and Conditions. If Provider determines that Customer (or Customer's customer(s) or Subscriber(s)) is not using the SIP Trunking Service for Standard Business Use, Provider may, in addition to all other rights and remedies pursuant to these Terms and Conditions, notify Customer and allow Customer the opportunity to cure any such use within ten (10) calendar days. Customer may cure by stopping any such use, buying more trunks to comply with Standard Business Use, or change Customer's (or Customer's customer(s) or Subscriber(s)) use of the SIP Trunking Service in any other way that is consistent with Standard Business Use.
- b) Inbound & Outbound Minute Thresholds: Each SIP trunk will utilize no more than 2,000 combined inbound and outbound minutes (excluding international or toll-free calling) in any calendar month (or billing cycle, if applicable). Additionally, Provider reserves the right to in any combination (i) immediately terminate the Service, (ii) charge a minimum inappropriate use fee of \$500.00 and/or charge \$0.05 per minute for all calls made during such periods of prohibited use (plus applicable toll free and international charges), whichever is higher, to Customer's payment method of record, and (iii) all applicable termination fees described in these Terms and Conditions.

17) MONITORING THE SERVICE. OEC Fiber has no obligation to monitor the Service, but may do so and disclose information regarding use of the Service for any reason if OEC Fiber, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Customers. OEC Fiber may immediately remove Customer material or information from OEC Fiber servers, in whole or in part, which OEC Fiber, in its sole and absolute discretion, determines to infringe another's property rights or to violate the Agreement.

18) CUSTOMER RESTRICTIONS. Customer shall not:

- a) Copy or adapt the Service for any purpose, except as specifically permitted under this Agreement;
- b) Use the Service except in accordance with all applicable laws and regulations, and except as set forth in any documentation or instructions provided by OEC Fiber;
- c) Reverse engineer, translate, decompile, or disassemble the Service;
- d) Use the Service in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide Service or process data for the benefit of, or on behalf of, any third party other than the Customer;
- e) Cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Service; or
- f) Delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.

19) ACCEPTABLE USE POLICY.

- a) Customer shall not use or to allow others to use the Service for illegal or inappropriate activities, including but not limited to: invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. OEC Fiber has no responsibility for the accuracy, completeness, value or usefulness of any content, advice or opinions contained in any emails, third party web sites, message boards, chat rooms, social networks or online services. The internet may contain material that is unsuitable for minors, and Customer agrees to supervise and to accept sole responsibility and liability for any use of the

Service by minors through Customer's account. Customer shall comply with OEC Fiber's AUP, which OEC Fiber may modify at any time. The current AUP is available for review at the following address, subject to change: <https://www.oecfiber.com/hubfs/Agreements/AUP.pdf>. OEC Fiber may take any legal and technical remedies to enforce or prevent the violation of the AUP.

- b) Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or equipment (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Service and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Service to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.
- c) Usage Review: OEC Fiber reserves the right to review usage of all its plans to ensure you are not abusing them. You agree to use OEC Fiber Services for normal voice or fax calls and will not employ methods or equipment to take advantage the Services by using the voice or fax services excessively or for means not intended by OEC Fiber. OEC Fiber may terminate Service immediately if it determines, in its sole discretion, you are abusing its plans. We reserve the right to at any time enforce this policy. For subscribers where usage to high cost areas (for example such as calls to rural numbers, Alaska or Hawaii) exceeds 5% of total call traffic, or more than 5% of call volume lasts less than 10 seconds, such usage may be deemed excessive in the sole discretion of OEC Fiber. For such usage, you agree to pay a per minute or per page fee surcharge in excess of established levels at the current OEC Fiber rate. The surcharge is currently \$0.03 per minute and/or \$0.03 per fax page. This surcharge applies to all plans, including the unlimited plans. Alternatively, in the sole discretion of OEC Fiber, your Service may be immediately terminated.
- d) Small business Unlimited Definition: OEC Fiber's definition of "unlimited usage" is based on the combined number of inbound and outbound voice minutes and fax pages (excluding all OEC Fiber advertising and informational messages). We reserve the right to at any time enforce this policy in accordance with its terms. If the average voice usage exceeds 3,000 minutes per extension or over 500 fax pages within any thirty-day period, such usage shall be deemed excessive. In that event, you agree to pay a per minute or per page surcharge, which is currently \$0.03 per minute and/or \$0.03 per fax page. This overage fee applies to all plans including the unlimited plans. Alternatively, in the sole discretion of OEC Fiber, your Service may be immediately terminated.
- e) Enterprise Usage Definition:
 - i) **Hosted Simple** – Unlimited usage – all seats with 10-digit telephone numbers come with an acceptable use of 2000 minutes of long distance. The 2000 minutes for each seat are pooled at the group/child account level. If the account has five (5) unlimited seats with telephone numbers, then the account has a total of 10000 minutes of long distance that are shared by the five seats. Outbound long distance (LD) includes calls in the continental US states, Alaska, Hawaii, and Canada.
 - ii) **Hosted Select** – Each call path includes 2,000 minutes of long distance. The 2,000 minutes for each call path are pooled at the group/child account level. If the account has five (5) call paths, then the account has a total of 10,000 minutes of long distance that will be shared by all of the hosted seats. Per minute overage charges will apply if the limit is exceeded. Outbound long distance (LD) includes calls in the continental US states, Alaska, Hawaii, and Canada.
 - iii) **SIP Trunking** – Each call path includes an acceptable use policy of 2,000 minutes of long distance. The 2,000 minutes for each call path are pooled at the group/child account level. If the account has five (5) call paths, then the account has a total of 10000 minutes of long

distance that will be shared by all of the DIDs. Per minute overage charges will apply if the limit is exceeded. Outbound long distance (LD) includes calls in the continental US states, Alaska, Hawaii, and Canada.

- iv) **Virtual Fax** – Virtual Fax 500 includes 500 inbound and outbound fax pages. Anything above 500 pages is \$0.03 per page.

20) DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY. THE SERVICE AND THE EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OEC FIBER AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OF THE SERVICE, THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OEC FIBER AND ITS SUPPLIERS MAKE NO EXPRESS WARRANTIES REGARDING THE SERVICE AND THE EQUIPMENT AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OEC FIBER AND ITS PARENT COMPANY, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS (COLLECTIVELY "OEC FIBER PARTIES") WILL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS IN CONNECTION WITH THE SERVICE AND THE EQUIPMENT RESULTING FROM: (I) AVAILABILITY OR QUALITY WITHIN THE COVERAGE AREA REGARDLESS OF THE CAUSE(S) OF THE PROBLEM; (II) OTHER USERS ACCESSING CUSTOMER DEVICE; (III) VARIATIONS IN THE SPEED OR BANDWIDTH AVAILABILITY TO EACH DEVICE CONNECTED TO THE OEC FIBER NETWORK; (IV) SECURITY BREACHES; (V) EAVESDROPPING; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; (VI) CUSTOMER'S RELIANCE ON OR USE OF THE SERVICE; (VII) INTERRUPTIONS (INCLUDING DUE TO MAINTENANCE), DELETION OF FILES, ERRORS, OR DEFECTS REGARDLESS OF WHETHER CUSTOMER'S DATA IS MAINTAINED ON THE OEC FIBER SERVERS OR CUSTOMER DEVICE(S); (VIII) DELAYS IN OPERATION, TRANSMISSIONS, CORRUPTION OF DATA, INVALID DESTINATIONS OR ANY FAILURE OF PERFORMANCE OF THE SERVICE; (IX) USE OF THE SERVICE BY CUSTOMER OR A THIRD PARTY THAT INFRINGES A THIRD PARTY'S COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OTHER INTELLECTUAL PROPERTY, PROPRIETARY, OR CONTRACTUAL RIGHTS; OR (X) ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY THIRD PARTY PRODUCTS, SERVICES OR INFORMATION OR THE MERCHANTABILITY OF SUCH ITEMS (INCLUDING ANY SUCH ITEMS OFFERED THROUGH CO-BRANDED WEB SITES LINKED FROM THE OEC FIBER WEB SITES).

THE OEC FIBER PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR (I) CUSTOMER FAILURE TO PROPERLY INSTALL, USE OR OPERATE THE EQUIPMENT OR (II) ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF CUSTOMER'S DEVICES, SOFTWARE, FILES, DATA, PERIPHERALS OR PROPERTY DUE TO CUSTOMER'S INSTALLATION, ATTEMPTED INSTALLATION, USE, REPAIR OR REMOVAL OF THE EQUIPMENT.

THE FOREGOING LIMITATIONS APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF THE OEC FIBER PARTIES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ANY OEC FIBER PARTY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. CUSTOMER'S EXCLUSIVE AND ONLY REMEDIES UNDER THE AGREEMENT ARE AS EXPRESSLY SET FORTH IN THE AGREEMENT.

THE CUMULATIVE LIABILITY OF ANY OEC FIBER PARTY TO CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE AND THE EQUIPMENT WILL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO OEC FIBER PARTIES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES

ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS.

CUSTOMER MAY HAVE OTHER RIGHTS UNDER CERTAIN LAWS IN CERTAIN STATES WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.

OEC Fiber's aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

21) INDEMNIFICATION. Customer agrees to defend, indemnify and hold the OEC Fiber Parties harmless from and against all third party claims, demands, suits, actions, judgments, losses, costs, damages including, but not limited to, direct, indirect and consequential damages, attorney's fees and expenses that an OEC Fiber Party may sustain or incur by reason of Customer's use or misuse of the Service or the equipment provided by OEC Fiber for use of the Service, or such use or misuse by anyone else through Customer's account including, but not limited to, by such use or misuse (i) in violation of applicable laws or regulations or the terms of the Agreement; (ii) in connection with any claims for infringement of any intellectual property rights arising from or in connection with such use or misuse; (iii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data); or (iv) any claims of the owner of Customer's premises in connection with the installation of the Service.

The provisions of this agreement are intended to survive termination or expiration of any Agreement or Service.

22) WAIVER AND PERFORMANCE. OEC Fiber's failure to require strict performance of any term of the Agreement will not be a waiver of OEC Fiber's right to require performance of any term or condition of the Agreement. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

23) ELECTRONIC COMMUNICATIONS AND PHONE COMMUNICATIONS. Customer consents to receive notices, documents, disclosures and other communications from OEC Fiber about Customer's account or Service ("Communications") in an electronic format to Customer's contact email address and agrees that the Communications provided to Customer by OEC Fiber electronically will be deemed a writing. Customer agrees to regularly check his/her email account for Communications. If Customer does not want to receive Communications from OEC Fiber electronically or if Customer withdraws Customer's consents to receive such Communications electronically, then Customer must stop using the Service. The withdrawal of Customer's consent will not affect the legal validity and enforceability of any electronic Communications provided or business transacted between OEC Fiber and Customer prior to the time Customer withdraws Customer's consent.

a) Phone Calling and Texting. In addition, Customer hereby agrees that Customer's execution of the Agreement or use of the Service constitutes Customer's express written consent to receive automated and manually dialed calls, text messages and pre-recorded messages at the phone number(s) that Customer provides OEC Fiber in connection with the Service. Consent to receiving autodialed calls, text messages, and/or pre-recorded messages from OEC Fiber is not required to purchase products or services from OEC Fiber

b) Changing Customer Contact Preferences. Customer may exercise Customer's option to not

receive any marketing communications from and/or automated or manually dialed calls, text messages and pre-recorded messages from OEC Fiber by going to www.oecfiber.com, or calling OEC Fiber @ 405-217-6868. Customer may also text STOP in response to any text message from OEC Fiber to stop receiving text messages from OEC Fiber.

24) JURISDICTION. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma, without regard to conflict of law provisions to the extent any suit is filed related to this Agreement, the federal and state courts located in Oklahoma alone have jurisdiction over all disputes arising out of or related to the Agreement and the Service. Customer consents to the personal jurisdiction of the District Court sitting in Cleveland County, Oklahoma with respect to such matters, and waives Customer's rights to removal.

25) MISCELLANEOUS.

- a) The Agreement, including this Summary of Standard Terms and Conditions, the Standard Terms and Conditions on <http://www.oecfiber.com> and all other tariffs applicable to the Services purchased by the Customer, represents the entire agreement of the Parties with respect to Customer's use of Service and supersedes all other agreements, written or oral, between the Parties relating to the Service. Any modification to this Agreement shall be in writing signed by authorized representatives of both Parties.
- b) Customer may not assign any rights or delegate any duties under the Agreement without the prior written consent of OEC Fiber, and any attempted assignment or delegation without such consent will be void.
- c) This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.
- d) If one or more provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby.
- e) Nothing in this Agreement or in the understanding of the parties confers upon the parties the status of agency, partnership, or other form of joint enterprise between the parties.
- f) OEC Fiber will not be liable for delays, damages or failures in performance because of causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, work slow-downs or other labor-related activity.
- g) Letter of Authorization. The undersigned Customer hereby appoints OEC Fiber ("OEC Fiber") as agent for OEC Fiber to act as its authorized agent for all matters pertaining to the number(s) populated in the appropriate fields. This agency includes disconnections of service and other requests as deemed necessary by OEC Fiber to implement the services ordered from OEC Fiber, including but not limited to: (1) securing information for activating, porting disconnecting, editing and transferring service for Customer, (2) securing information for the purposes of resolving technical issues for Customer, (3) securing information for activating, removing, changing and editing Customer's directory listings.

26) GENERAL VOIP CONDITIONS. The Service may not be compatible with security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

27) EMERGENCY SERVICES - 911 DIALING. You will have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address may be sent to the local emergency center assigned to your location. Emergency operators may have access to the information they need to send help and call you back if necessary. We do not have control over emergency operators nor can we guarantee that a 911 call will be routed to the correct operator. Customers in locations where the emergency center is not equipped to receive their telephone number and address may have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

- a)** You agree to assume the obligation to inform any employees, guests and other third persons who may be present at the physical location where you utilize the services and/or products we provide under this Agreement of the important differences in and limitations of your phone service as compared with basic 911 or E911. The documentation that accompanies each telephone device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each device, to place the 911 Sticker as near as possible to each phone that you use with the service. If you did not receive a 911 Sticker with your telephone device, or you require additional 911 Stickers for phone devices we do not provide, please contact our customer care department at 405-217-6868 for additional 911 Stickers which we will provide for no additional cost.
- b)** Location of Service. This service is provided at a specific permanent address and not available as a nomadic offering. Before you move the telephone device(s) to another location, you must notify us to determine if service can be provided at your new permanent address. Service will only be provided at locations where E911 or basic 911 connectivity are available.
- c)** Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with our service, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM US CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.
- d)** In the event of a power failure, network backup power systems are in place. The device providing service also provides limited battery backup. Excessive use during a power outage will result in shortened life of the internal battery. The device will provide indication of low battery voltage. You should notify us for instructions or replacement. Failure of network power backup systems or the telephone device's internal backup system during a power failure or disruption will prevent all service, including 911 dialing from functioning.
- e)** Service outages, suspensions or disconnections of your broadband service will prevent all service, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.
- f)** Service outages due to disconnection of your account will prevent all service, including 911 Dialing, from functioning.
- g)** Other third-party transport providers may intentionally or inadvertently block the ports over which the service is provided or otherwise impede the usage of the service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your service, including the 911 Dialing feature, may not function. You acknowledge that we are not responsible for the blocking of ports or any other impediment to your usage of the service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a

result of blocking of ports or any other impediment to your usage of the service, you will continue to be responsible for payment of the service charges unless and until you disconnect the service in accordance with this Agreement.

- h)** There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks. Momentum does not have any control over whether, or the manner in which, calls using 911 dialing service are answered or addressed by any local or national emergency response center. Momentum and our suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. Momentum and our suppliers rely on third parties to assist in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. Momentum and our suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER MOMENTUM, OUR SUPPLIERS, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING SERVICE. Subscriber shall defend, indemnify, and hold harmless Momentum and our suppliers, our officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Subscriber in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the service to be able to use 911 Dialing or access emergency service personnel.
- i)** If you are not comfortable with the limitations of the 911 dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the service.