



GENERAL TERMS AND CONDITIONS FOR FIBER SERVICES

1. **OVERVIEW.** The terms and conditions (“Terms”) stated herein shall apply with respect to the provision of any and all broadband, telecommunications and related services (“Services”) by ecoLINK, LLC (“ecoLINK”) as requested by the individual or entity (“Subscriber”) the latest version of which can be found on ecoLINK’s website: www.ecoLINK.coop.

By agreeing to the Terms, the Subscriber represents that Subscriber is at least eighteen (18) years old and capable of entering into a legally binding agreement on behalf of Subscriber’s self and others in Subscriber’s residence who may use the Services. This Agreement becomes binding when Subscriber accepts this Agreement. Subscriber accepts this Agreement and ecoLINK’s Terms and charges when Subscriber subscribes to, uses, or pays for the Services, or notifies ecoLINK through written or electronic means that Subscriber accepts the Agreement.

IF THERE IS ANY CONFLICT BETWEEN THE TERMS HEREIN AND THE TERMS OF ecoLINK’S TARIFF ON FILE WITH THE OKLAHOMA CORPORATION COMMISSION, THE TERMS OF THE TARIFF SHALL CONTROL AND TAKE PRECEDENCE OVER THE TERMS HEREIN. A copy of the Tariff is available for viewing, during normal business hours, at the Oklahoma Corporation Commission or ecoLINK’s office at 2001 South Wood Drive, Okmulgee, OK 74447. Additionally, copies are available upon request, free of charge to Subscribers of ecoLINK Services, by contacting ecoLINK at (918) 756-0833, or on ecoLINK’s website at www.ecoLINK.coop.

2. **SCOPE OF SERVICE.**

- a. The Service and the Equipment are solely and exclusively for the use of the Subscriber and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. Subscriber acknowledges the Service, and the Equipment were developed, compiled, prepared, revised, selected, and arranged by ecoLINK 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 ecoLINK and such others. Subscriber agrees to protect the proprietary rights of ecoLINK and all others having rights in the Service and the Equipment during and after the term of service. Subscriber acknowledges and agrees that it has no ownership rights in and to the Service and that no such rights are granted under this Agreement. Subscriber shall honor and comply with all written requests made by ecoLINK 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. Subscriber agrees to notify ecoLINK 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 infringes upon any copyright, trademark or other contractual, statutory, or common law rights. In all cases, “in writing” or “written” includes email communication to a proper email address, with Subscriber being wholly responsible for validity of “sent to” email addresses.
- b. Subscriber shall not access the Service through any medium or Equipment which ecoLINK 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 ecoLINK’s prior written consent. In addition, Subscriber 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 ecoLINK, 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 ecoLINK's request therefore, Subscriber shall promptly notify ecoLINK in writing of any and all such equipment, network and software. Service expressly provided by ecoLINK for operation on Subscriber's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and Subscriber shall bear all cost and responsibility for such equipment. Unauthorized access or use of internet access Service is unlawful and ecoLINK and its suppliers shall have all rights provided by law to prevent such access or use, and to collect damages in such event. Subscriber agrees to notify ecoLINK in writing promptly upon becoming aware of any unauthorized access or use. Subscriber 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. Subscriber may use the Service solely for its internal 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 ecoLINK may expressly permit under a separate development license with Subscriber.

- c. Subscriber shall not use any of ecoLINK'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 Subscriber, and Subscriber acknowledges that it has no ownership rights in and to any of these names and marks.
- d. Subscriber acknowledges and agrees that ecoLINK may delegate certain responsibilities, obligations, and duties under or in connection with this Agreement to a third party or an Affiliated Company of ecoLINK, which may discharge those responsibilities, obligations, and duties on behalf of ecoLINK.

3. **TERM AND TERMINATION.** The following term and termination restrictions will apply based upon the level of service and classification of service that Subscriber 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 of the Agreement.
- ii. Subscriber may terminate the Agreement by written, electronic (via SmartHub), or verbal notice to ecoLINK. ecoLINK may terminate the Agreement as allowed for in the current Tariffs, filed with the Oklahoma Corporation Commission. Subscriber shall pay to ecoLINK, immediately upon demand, all sums then due and unpaid at the time of termination. Subscriber may terminate Service upon completion of a minimum 12 months of service, an early termination fee may apply. Service may be terminated as follows:
 1. Telephone Cancellation: (918) 756-0833
 2. Electronic
 - a. email: info@ecoLINK.coop
 - b. SmartHub
 - c. Mail Cancellation: ecoLINK Cancel Service, PO Box 1178, Okmulgee, OK 74447
 3. Cancellations must include Subscriber's name, account number, service address, telephone number and date of desired cancellation. Subscribers are liable for all Services rendered by ecoLINK up to the time the account has been de-activated, and modem, router and any rented mesh units have been returned.
- iii. Final bill will include a \$350 equipment charge. This fee will be refunded upon return of above noted equipment in good working condition.

b. Enterprise and Small Business:

- i. Unless 3 (b) (ii) below applies, Service is offered on a month-to-month basis that begins on the date ecoLINK activates Subscriber's Service, unless activation is delayed due to circumstances beyond the Subscriber'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 Subscriber postpone the date of activation more than one time, a three-hundred and fifty dollars (\$350) charge per location for each and every postponement after the first postponement will be assessed, and ecoLINK is not obligated to grant a postponement of the activation date. Subsequent terms of this Agreement automatically renew monthly unless Subscriber gives ecoLINK notice of non-renewal at least ten (10) business days before the end of the monthly term in which the notice is given. Subscriber will also be responsible for the next full month's charges in the event Subscriber does not provide the requisite ten (10) business 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 Subscriber from paying all accrued and unpaid charges due under this Agreement.
- ii. Some products/services are available under a Term Agreement. The Term Agreement 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 Subscriber'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 Subscriber postpone the date of activation more than one time, a three-hundred fifty dollars (\$350) charge per location for each and every postponement after the first postponement will be assessed, and ecoLINK is not obligated to grant a postponement of the activation date. The Term Agreement 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 ecoLINK terminates this Agreement under this Section 3 (b) (iv) Subscriber shall pay ecoLINK 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 ecoLINK as a result of Subscriber's material breach.
- v. Before the end of any term or the Renewal Term, and without Subscriber breaching this Agreement, Subscriber may terminate a Term Agreement with respect to all Services by written notification to ecoLINK. The Term Agreement shall terminate thirty (30) days thereafter, at which time Subscriber shall pay ecoLINK 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. Subscriber has a right to reduce its Services requested without penalty if the reduction is related to a decrease in the number of the Subscriber's employees utilizing the Services, and not to shift Services to a different provider.
- vi. Final bill will include an equipment charge of a minimum of three hundred and fifty dollars (\$350). This fee will be refunded upon return of all ecoLINK owned equipment in good working condition.

4. **RATES AND CHARGES.** The rates and charges for the Services are set forth in the Agreement, together with any and all of ecoLINK's tariffs, as applicable and as amended from time to time. Current installation and monthly fees are posted on ecoLINK's website at www.ecoLINK.coop. Some prices, fees charges, packages, and where applicable, programming, features and 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), Subscriber 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 ecoLINK's net income. Subscriber 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 ecoLINK website at www.ecoLINK.coop.

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 ecoLINK decides 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 ecoLINK's website, www.ecoLINK.coop and may change from time to time. ecoLINK may introduce new products and services at special introductory pricing. Introductory pricing may change at ecoLINK's discretion. Monthly invoices will be sent to Subscriber electronically via Subscriber's email on file and/or by mail through the United States Post Office. Failure to receive a bill in no way exempts Subscriber from payment for Service. 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 ecoLINK's website.
- b. All charges are due upon Subscriber's receipt of a bill for such amounts. All amounts due hereunder which are not paid by Subscriber within fifteen (15) days from the date of the bill shall become delinquent. Services may be disconnected five (5) days after charges are due if account is not paid in full. Subscriber understands that ecoLINK may issue administrative late fee(s) for monthly charges not paid by stated due date which represent a reasonable estimate of costs to manage past due accounts. ecoLINK does not extend credit to Subscribers and late fees are not interest, a credit service charge or a finance charge. If Service is disconnected, ecoLINK may impose a reconnect charge up to \$25.00, in addition to collecting any outstanding balance, including any late fees, before service is restored. If Subscriber's check is returned for insufficient funds, ecoLINK may impose a service charge up to \$25.00. If Subscriber has not paid amounts due within thirty (30) days of the due date, a collection agency and/or attorney may be engaged to collect amounts due. Subscriber agrees to pay ecoLINK for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.
- c. Subscriber warrants that no monies are owed to ecoLINK from previous accounts with ecoLINK. If ecoLINK finds a prior account with Subscriber where money is owed, then ecoLINK may apply any funds received to that prior account, and service on current account may be subject to disconnection.
- d. Subscriber must notify ecoLINK in writing within thirty (30) days after receiving statement if Subscriber disputes any ecoLINK charges on that statement or Subscriber will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to: **ecoLINK Attn: Dispute Notice, PO Box 1178, Okmulgee OK 74447.**

The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. ecoLINK and Subscriber shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Subscriber, ecoLINK shall issue a credit

on Subscriber's subsequent invoice for the disputed amount. If ecoLINK initiates legal proceedings to collect any amount due hereunder and ecoLINK substantially prevails in such proceedings, then Subscriber shall pay the reasonable attorneys' fees and costs incurred by ecoLINK in prosecuting such proceedings and any appeals therefrom. Any objection to billed charges should be reported to ecoLINK as soon as possible. Questions regarding the ecoLINK's services or charges assessed to a Subscriber's bill may be directed to ecoLINK's Account Services Department at (918) 756-0833. ecoLINK shall investigate the particular case and report the results to the Subscriber. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Subscriber shall be required to pay the undisputed part of the bill, and if not paid, ecoLINK may discontinue service. In the event the disputed charges are not resolved, ecoLINK shall inform the Subscriber that the Subscriber may utilize the complaint procedures of the Commission's Consumer Services Division. ecoLINK shall provide the Subscriber with the following information: Oklahoma Corporation Commission Consumer Services Division, P.O. Box 52000-2000, Oklahoma City, Oklahoma 73152-2000, (405) 521-2331 or (800) 522-8154, 8 a.m. to 4:30 p.m. Monday through Friday.

- e. Fees are defined as follows:
- i. Activation Fee - Covers charges for setting up an account and activating it on ecoLINK's system.
 - ii. Service Call Fee – Covers charges for service calls to the Subscriber's home or business where the source of the outage, interruption, irregularity or nature of the issue is not the fault of ecoLINK nor ecoLINK's use of the equipment.
 - iii. Monthly Service Fee - This is the basic charge associated with Subscriber's Service. This fee includes the calling charges defined by Subscriber's plan; the features associated with Subscriber's plan and basic account Service.
 - iv. Equipment Rental Fees – This is the charge associated with the rental of equipment for the sole purpose of use in connection with the Service.
 - v. Usage Charges - Calls to directory assistance and other information services.
 - vi. International Usage Charges - Fees associated with calls to locations outside of the US (including Alaska and Hawaii), Canada and the US territories within the North American Numbering Plan.
 - vii. Advanced Features, Add-Ons and Premium Services – ecoLINK charges additional fees for enhanced features and services such as Virtual Phone Numbers.
 - viii. 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, 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.
 - ix. Taxes – ecoLINK is required to bill and collect local, state, and federal taxes imposed on ecoLINK Subscribers by the various taxing authorities. ecoLINK passes all taxes it collects on to the appropriate taxing authority.
 - x. 911 Fees - State and/or local governments may assess fees on ecoLINK to pay for emergency services in Subscriber's community. ecoLINK bills and collects 911 fees from its Subscribers and remits such fees to the appropriate authority. Depending on where Subscriber resides, these fees can vary widely. ecoLINK is committed to supporting public safety services and resources in Oklahoma.
- f. Discontinuance of Service. ecoLINK reserves the right to change, suspend or discontinue the Service generally, or to disconnect Service or a service component, at any time as defined in the then-current Tariffs. If ecoLINK

discontinues the Service generally, or disconnects a Subscriber's Service without a stated reason, the Subscriber will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. If Service is disconnected on account of Subscriber's breach of any provision of this Agreement, Subscriber 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. ecoLINK will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus.

- g. Taxes. State and local governments may assess taxes, surcharges and/or fees on use of ecoLINK Service. These charges may be a flat fee or a percentage of ecoLINK charges and may change from time to time without notice. These charges are based on the rates applicable to the address provided to ecoLINK by Subscriber. Subscriber is 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 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 Subscriber as set forth in this Agreement. If Subscriber is exempt from payment of such taxes, Subscriber must provide ecoLINK with an original certificate that satisfies applicable legal requirements attesting to tax exempt status. Tax exemption will only apply from and after the date ecoLINK receives such certificate.

7. **EQUIPMENT.** Depending on the level of Service selected by Subscriber, certain equipment will be required for service. This may include an Optical Network terminal, in-home fiber cable, gigabit switch, etc. ("Equipment"). ecoLINK will supply Subscriber with the Equipment, which shall at all times remain the property of ecoLINK, shall not be tampered with, and upon termination or cancellation of Service shall be returned to ecoLINK in the same condition as existed at the time of delivery, reasonable wear and tear excluded. Failure to return Equipment to ecoLINK may result in a Subscriber being liable for and charged with the full cost of replacing the Equipment. If received Equipment is visibly damaged, Subscriber must contact ecoLINK's Account Services department immediately at (918) 756-0833.

- a. Equipment Rentals. In addition to the other services referred to in this Agreement, ecoLINK may rent Equipment to Subscribers for the sole purpose of use in connection with the Service. Typically, this will be one or more Wi-Fi extenders. The term of use of the Equipment will be coterminous with the end of the term for the Service and any extensions thereof; Subscriber will be deemed to have accepted the items five (5) days after each is delivered and installed unless Subscriber notifies ecoLINK in writing to the contrary. Subscriber may return any defective Equipment to ecoLINK for replacement if it has not been misused or damaged by Subscriber, their agents or invitees. Furthermore, Subscriber shall be responsible for ensuring that any ecoLINK Equipment is maintained in a secure location, and Subscriber shall be fully liable for all costs and charges associated with damage to or loss of ecoLINK Equipment.

- i. If Subscriber is not in default under this Agreement, the End of Contract (EOC) options for Equipment are:

- 1. to automatically renew the term for other services including the Equipment;
 - 2. return the Equipment.

- a. If Subscriber elects to return Equipment to ecoLINK upon expiration of the contract, Subscriber must notify ecoLINK in writing of Subscriber's intent at least thirty (30) days prior to contract expiration and Equipment must be returned to ecoLINK immediately upon the EOC. The Equipment must be in good condition and working order, reasonable wear and tear expected ("Good Working Order"). ecoLINK reserves the right to recover full reimbursement from Subscriber for the reasonable cost and expense incurred by ecoLINK to restore such Equipment to Good Working Order. If the equipment is not returned to ecoLINK at EOC, ecoLINK shall bill Subscriber for the full retail price of the

equipment. Return Equipment to ecoLINK's main office at 2001 South Wood Drive, Okmulgee, OK 74447. Subscriber is responsible for any costs associated with de-installation, packing, proper content labeling and return of the Equipment. Prior to return of Equipment, Subscriber is responsible for removing all Subscriber information and data, including programs not licensed to the Equipment. ecoLINK has no obligation to remove Subscriber information or any other party's information from any Equipment. The return of Equipment shall constitute a full release by Subscriber of any leasehold rights or possessory interest in the Equipment.

8. **AUTHORIZED USER.** Subscriber and members of Subscriber's household, including guests of Subscriber, are the only authorized users of the Service and must comply with the Agreement. Subscriber may not sell, transfer, lease, encumber or assign all or part of the Service. If Subscriber installs a wireless router, no one outside of Subscriber's household may access the Service through Subscriber's account. Subscriber is responsible for all traffic coming into or from Subscriber's account even if it is an unauthorized user. Subscriber 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 email, FTP (File Transfer Protocol), HTTP (Hypertext Transfer Protocol), VoIP (Voice Over Internet Protocol), 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).

9. **INSTALLATION.** Installation of the Service means that Service has been made available to Subscriber, which, depending on the level of Service available to and selected by Subscriber, may include access to data or voice. ecoLINK cannot guarantee the Service can be provisioned to a specific location. ecoLINK may, in its sole discretion, accept or reject any potential Subscriber. 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 Subscriber, it is learned that Service is not reasonably possible, ecoLINK will cancel the installation process and refund any money Subscriber 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 ecoLINK. Any work outside of the scope of this installation may incur an additional charge. Pricing varies dependent on specifics of the situation. Please contact ecoLINK at (918) 756-0833 for more information.

If Subscriber rents or otherwise does not own the residence, **Subscriber represents and warrants that Subscriber is authorized by the property owner to order installation of the Services**, and Subscriber acknowledges that it may be a requirement to provide written evidence that all permissions necessary for ecoLINK to perform installation services have been received. If ecoLINK incurs any costs or losses, including attorneys' fees, because Subscriber did not get the necessary authorization(s) for ecoLINK to install the equipment required for the Services, Subscriber is responsible for reimbursing ecoLINK for those costs or losses. Acceptance of these Terms does not guarantee that ecoLINK will install or provide any Services. ecoLINK may need a separate agreement with Subscriber or Subscriber's landlord to install the Services.

10. **ACCESS TO SUBSCRIBER'S PROPERTY.** As a condition of receiving services, Subscriber grants to ecoLINK authorization to enter premises to construct, install, maintain, inspect and/or replace all Equipment necessary to provide Services. If Subscriber is not the owner of the premise, **Subscriber warrants that he/she has authority to grant such access to ecoLINK or that he/she has obtained the consent from the owner of the premises for ecoLINK to install and maintain Equipment as indicated on work order.**

11. **EASEMENT ON SUBSCRIBER'S PROPERTY.** In consideration of receiving Service from ecoLINK, Subscriber hereby grants or will grant to ecoLINK or East Central Electric Cooperative any easements required by ecoLINK or ECE on, under, over or through Subscriber's real estate for purposes of extending fiber optic cable so to provide Service to Subscriber 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.

12. UNAUTHORIZED USE OF SERVICES.

- a. ecoLINK shall have the right (but not the obligation) to take protective action against Subscriber to protect ecoLINK's network from any unauthorized use found in these Terms. Protective action may include, without limitation, the temporary blocking of Subscriber's traffic until the applicable problem is resolved (in ecoLINK's reasonable discretion). The Service does not support and ecoLINK will not accept 976/900 and such other call types in which charges are placed on an end-user's bill, and ecoLINK 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 ecoLINK's written consent. No Use with Auto-Dialer (or "Robo-Dialer"): In addition to any applicable limitations pursuant to the AUP (Acceptable Use Policy, section 19 herein), Subscriber may not use the UC Voice Service with (or in connection with) an auto dialer (or "Robo-dialer"), which ecoLINK will determine, in its reasonable discretion, based upon analysis of Subscriber's traffic patterns in the ordinary course of business.
- b. Unlawful Uses. Subscriber shall use the Service and the Equipment only for lawful purposes. ecoLINK reserves the right to immediately disconnect Subscriber's Service without notice, if, in ecoLINK's sole and absolute discretion, ecoLINK determines that Subscriber has used the Service or the Equipment for an unlawful purpose. In the event of such disconnection, Subscriber 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 Subscriber's Service. If ecoLINK believes that Subscriber has used the Service or the Equipment for an unlawful purpose, ecoLINK may forward the relevant communication and other information, including Subscriber's identity, to the appropriate authorities for investigation and prosecution. Subscriber hereby consents to ecoLINK's forwarding of any such communications and information to these authorities. In addition, ecoLINK 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 Subscriber or others.
- c. Inappropriate Conduct. Subscriber 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. ecoLINK reserves the right to immediately disconnect Subscriber's Service without notice, if, in ecoLINK's sole and absolute discretion, ecoLINK determines that Subscriber has used the Service or the Equipment in any of the aforementioned ways. In the event of such disconnection, Subscriber 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 Subscriber's Service. If ecoLINK believes that Subscriber has used the Service or the Equipment in any of the aforementioned ways, ecoLINK may forward the relevant communication and other information, including Subscriber's identity, to the appropriate authorities for investigation and prosecution. Subscriber hereby consents to ecoLINK's forwarding of any such communications and information to these authorities. In addition, ecoLINK will provide information in response to law enforcement requests, subpoenas, or 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 Subscriber or others. Furthermore, ecoLINK reserves all of its rights at law and equity to proceed against anyone who uses the Service illegally or improperly.
- d. Tampering. Subscriber shall not change the electronic serial number or Equipment identifier of the Equipment to perform a factory reset of the Equipment without ecoLINK's prior written consent. ecoLINK reserves the right to disconnect Subscriber's Service if ecoLINK believes that Subscriber has tampered with the Equipment. In the event of such disconnection, Subscriber 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. Subscriber 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. The receipt of Services without authorization is a crime. Subscriber understands that the law prohibits willful damage, alteration or destruction of Equipment. Subscriber may be subject to both civil and criminal penalties for such conduct. Subscriber shall not move Equipment to another location or use it at an address other than the Service address without prior written authorization from ecoLINK. Subscriber shall not use the Service in a manner calculated to avoid ecoLINK policies and procedures. Subscriber shall not obtain or use the Service in an improper manner. Subscriber shall notify ecoLINK immediately, in writing or by calling ecoLINK at (918) 756-0833, if the Equipment is stolen or if Subscriber becomes aware at any time that Subscriber's Service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When Subscriber calls or writes, Subscriber must provide Subscriber's 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 Subscriber's Service and additional charges to Subscriber. Until such time as ecoLINK receives notice of the theft, fraudulent use, or unauthorized use, Subscriber will be liable for all use of the Service using Equipment stolen from Subscriber and any and all stolen, fraudulent, or unauthorized use of the Service. ecoLINK reserves all its rights at law and equity to proceed against anyone who uses the Service illegally or improperly.

Subscriber is responsible for implementing appropriate security measures when using the Services, including taking whatever steps are necessary to ensure that Subscriber's data is not accessed by unauthorized third parties. ecoLINK is not responsible for any damages to users of the Services that may be caused by unauthorized third parties.

- f. ecoLINK reserves the right to immediately disconnect Subscriber's Service without notice, if, in ecoLINK's sole and absolute discretion, it is determined that Subscriber has used the Service or the Equipment in any way that violates ecoLINK's Acceptable Use Policy in section 18 of these Terms.

13. 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 Subscriber in conjunction with providing the Service, or embedded in the Equipment, and all Service, information, documents and materials on ecoLINK's websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of ecoLINK's websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") are and will at all times remain ecoLINK's exclusive property. Nothing in this Agreement grants Subscriber the right or license to use any of ecoLINK's marks.
 - i. ecoLINK complies with the Online Copyright Infringement Liability Act of 1998 (17 U.S.C. § 512). As required by that Act, this policy reserves the right for ecoLINK to terminate the internet service of Subscribers who repeatedly infringe copyrights.
 - ii. Policy:
 - 1. Pursuant to the Digital Millennium Copyright Act ("DMCA"), copyright owners may notify a service provider such as ecoLINK of alleged copyright infringement carried out on the provider's network.
 - 2. When ecoLINK receives a notification of copyright infringement, it will take the following steps:
 - a. First warning – Letter or email is sent to Subscriber notifying them of their copyright infringement and violation of ecoLINK's Terms. This letter will also inform them that ecoLINK may suspend or terminate service if violation continues.

- b. Final warning – If there is a second offense in a twelve- (12-) month period, ecoLINK will issue a final warning letter to the Subscriber. This letter will be sent via certified mail. This letter will notify the Subscriber of their copyright infringement and violation of ecoLINK’s Terms. The letter will also inform the Subscriber that ecoLINK will suspend or terminate service if violation continues.
 - c. Notice of termination – If there is a third offense in a twelve- (12-) month period, ecoLINK will terminate the service and send a letter to the Subscriber via certified mail. This letter will notify the Subscriber that their account has been terminated effective immediately and that equipment should be returned to ecoLINK.
3. ecoLINK reserves the right to act immediately and without notice to suspend or terminate services in response to a court order or other legal requirements that certain conduct be stopped, or when ecoLINK determines the conduct may:
 - a. Expose ecoLINK to sanctions, prosecution or civil action;
 - b. Cause harm to or interfere with the integrity or normal operations of ecoLINK’s network or facilities;
 - c. Interfere with another person’s use of ecoLINK Services or the Internet;
 - d. Damage or disparage the reputation of ecoLINK or its services; or
 - e. Otherwise present a risk of harm to ecoLINK or ecoLINK’s Subscribers or their employees, officers, directors, agents, or other representatives.

iii. Record Retention:

1. All Copyright Infringement Notifications and supporting documentation shall be kept at ecoLINK headquarters for three (3) years.
2. All correspondence with the Subscriber shall be retained in ecoLINK’s imaging system for a minimum of three (3) years.
3. A database that includes account number, date of notification, etc. will also be kept of all Copyright Infringement Notifications.

iv. Responsibility:

1. The president of ecoLINK is listed as the FCC and ISP Designated Agent and will be the primary point of contact for all Copyright Infringement Notifications. This position, with the help of IT and Subscriber support, are responsible for carrying out the steps of this policy defined in this section.
- b. Unauthorized Use of Equipment, Firmware or Software. Subscriber has not been granted any license to use the firmware or software used to provide the Service or provided to Subscriber 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 to this Agreement. Subscriber expressly agrees the Equipment is exclusively for use in connection with the Service and that ecoLINK will not provide any passwords, codes or other information or assistance that would enable Subscriber to use the Equipment for any other purpose. ecoLINK reserves the right to prohibit the use of any interface equipment that ecoLINK has not provided to Subscriber. Subscriber hereby represents and warrants that Subscriber possess all required rights, including software and/or firmware licenses, to use any interface equipment that ecoLINK has not provided to Subscriber. In addition, Subscriber shall indemnify and hold ecoLINK harmless against any and all liability arising out of Subscriber’s use of such interface Equipment with the Service. Subscriber shall not reverse

compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

14. **ecoLINK'S USE OF EQUIPMENT.** Subscriber agrees and understands ecoLINK may utilize the Equipment provided by ecoLINK to the Subscriber to extend coverage of the fiber optic network for ecoLINK's or other Subscribers' use. Such use will utilize an account and network independent of the Subscriber's Service and will not impede or restrict Subscriber's Service.

15. **GENERAL RESTRICTIONS ON THE SERVICE.** The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between ecoLINK facilities and the network interface device at Subscriber's premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Subscriber receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of ecoLINK. Actual internet speeds vary due to many factors including the capacity or performance of a computer and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Subscriber is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Subscriber's online experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, ecoLINK reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service Subscribers. ecoLINK may contract with third parties to provide portions of the Service. If the Service Order 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. ecoLINK reserves the right to ensure that Subscriber's (and Subscriber's Subscriber(s) or Subscriber(s)) use of the SIP Trunking Service is consistent with Standard Business Use and otherwise complies with these Terms. If ecoLINK determines that Subscriber (or Subscriber's customer(s) or Subscriber(s)) are not using the SIP Trunking Service for Standard Business Use, ecoLINK may, in addition to all other rights and remedies pursuant to these Terms, notify Subscriber and allow Subscriber the opportunity to cure any such use within ten (10) calendar days. Subscriber may cure by stopping any such use, buying more trunks to comply with Standard Business Use, or change Subscriber's (or Subscriber'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 and 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, ecoLINK 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 Subscriber's payment method of record, and (iii) all applicable termination fees described in these Terms.

16. **MONITORING THE SERVICE.** ecoLINK has no obligation to monitor the Service but may do so and disclose information regarding use of the Service for any reason if ecoLINK, in its sole discretion, believes 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 Subscribers. ecoLINK may immediately remove Subscriber material or information from ecoLINK servers, in whole or in part, which ecoLINK, in its sole and absolute discretion, determines to infringe another's property rights or to violate the Agreement.

17. **SUBSCRIBER RESTRICTIONS.** Subscriber shall not:

- a. Copy or adapt the Service for any purpose, except as specifically permitted under this Agreement; including offering access to the internet to anyone not located at the service address associated with the account.
- 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 ecoLINK;

- 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 Subscriber;
- 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.

18. ACCEPTABLE USE POLICY (AUP).

- a. Subscriber shall not use or 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. ecoLINK 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 Subscriber agrees to supervise and to accept sole responsibility and liability for any use of the Service by minors through Subscriber's account. ecoLINK may take any legal and technical remedies to enforce or prevent the violation of this AUP.
- b. Content. Subscriber will be liable for any and all liability that may arise out of the content transmitted by Subscriber or to any person, whether authorized or unauthorized, using Subscriber's Service or equipment (each such person, a "User"). Subscriber shall assure that Subscriber's and Subscriber's User's use of the Service and content comply at all times with all applicable laws, regulations, and written and electronic instructions for use. ecoLINK reserves the right to disconnect or suspend Subscriber's Service and remove Subscriber's or Subscriber's Users' content from the Service, if ecoLINK determines, in ecoLINK's sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with ecoLINK's ability to provide Service to Subscriber or others. ecoLINK's action or inaction under this Section will not constitute any review or approval of Subscriber's or Subscriber's Users' use or content.
- c. Usage Review: ecoLINK reserves the right to review usage of all its plans to ensure Subscriber is not abusing them. Subscriber agrees to use ecoLINK Services for normal voice or fax calls and will not employ methods or equipment to take advantage of the Services by using the voice or fax services excessively or for means not intended by ecoLINK. ecoLINK may terminate Service immediately if it determines, in its sole discretion, a Subscriber is abusing its plans. ecoLINK reserves the right to at any time to enforce this policy. For subscribers where usage to high-cost areas (for example such as calls to rural numbers, Alaska, or Hawaii) exceeds five percent (5%) of total call traffic, or more than five percent (5%) of call volume lasts less than ten (10) seconds, such usage may be deemed excessive in the sole discretion of ecoLINK. For such usage, Subscriber agrees to pay a per minute or per page fee surcharge in excess of established levels at the current ecoLINK rates. 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. Alternately, in the sole discretion of ecoLINK, Subscriber's Service may be immediately terminated.
- d. Small Business Unlimited Definition: ecoLINK's definition of "unlimited usage" is based on the combined number of inbound and outbound voice minutes and fax pages (excluding all ecoLINK advertising and informational messages). ecoLINK reserves 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 (30) day period, such usage shall be deemed excessive. In that event, Subscriber agrees 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 ecoLINK, Subscriber's Service may be immediately terminated.

- e. Abuse of e-mail; Spamming: Mass e-mailing and “mail-bombing” (sending mass e-mail or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and the use. Forging e-mail headers (transmission information) is prohibited. Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited. Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of the AUP and ecoLINK, LLC reserves the right to seek damages and other available relief against you and/or any third parties as applicable. For purposes of the AUP, such violations are determined by ecoLINK, LLC in its sole discretion.

19. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY. THE SERVICE AND THE EQUIPMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ecoLINK 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. ecoLINK 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.

ecoLINK AND ITS PARENT COMPANY, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS (COLLECTIVELY “ecoLINK 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 SUBSCRIBER’S DEVICE; (III) VARIATIONS IN THE SPEED OR BANDWIDTH AVAILABILITY TO EACH DEVICE CONNECTED TO THE ecoLINK NETWORK; (IV) SECURITY BREACHES; (V) EAVESDROPPING; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; (VI) SUBSCRIBER’S RELIANCE ON OR USE OF THE SERVICE; (VII) INTERRUPTIONS (INCLUDING DUE TO MAINTENANCE), DELETION OF FILES, ERRORS OR DEFECTS REGARDLESS OF WHETHER SUBSCRIBER’S DATA IS MAINTAINED ON THE ecoLINK SERVERS OR SUBSCRIBER 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 SUBSCRIBER 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 ecoLINK WEB SITES).

THE ecoLINK PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR (I) SUBSCRIBER FAILURE TO PROPERLY INSTALL, USE OR OPERATE THE EQUIPMENT OR (II) ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF SUBSCRIBER’S DEVICES, SOFTWARE, FILES, DATA, PERIPHERALS OR PROPERTY DUE TO SUBSCRIBER’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 ecoLINK PARTIES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ANY ecoLINK PARTY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. SUBSCRIBER’S EXCLUSIVE AND ONLY REMEDIES UNDER THE AGREEMENT ARE AS EXPRESSLY SET FORTH IN THE AGREEMENT.

THE CUMULATIVE LIABILITY OF ANY ecoLINK PARTY TO SUBSCRIBER 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 ecoLINK PARTIES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER 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.

SUBSCRIBER 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.

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

20. INDEMNIFICATION. Subscriber agrees to defend, indemnify and hold the ecoLINK 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 a ecoLINK Party may sustain or incur by reason of Subscriber's use or misuse of the Service or the equipment provided by ecoLINK for use of the Service, or such use or misuse by anyone else through Subscriber'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 Subscriber'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.

21. WAIVER AND PERFORMANCE. ecoLINK's failure to require strict performance of any term of this Agreement will not be a waiver of ecoLINK'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.

22. ELECTRONIC COMMUNICATIONS AND PHONE COMMUNICATIONS. Subscriber consents as the primary mode of communication to receive notices, documents, disclosures and other communications from ecoLINK about Subscriber's account or Service ("Communications") in an electronic format to Subscriber's contact email address and agrees that the Communications provided to Subscriber by ecoLINK electronically will be deemed "in writing," Subscriber agrees to regularly check his/her email account for Communications. Further, Subscriber agrees to keep ecoLINK updated with preferred email account(s) which Subscriber agrees to monitor. If Subscriber does not desire to receive Communications from ecoLINK electronically or if Subscriber withdraws consent to receive such Communications electronically, then at ecoLINK's discretion, Subscriber may be required to stop using the Service. The withdrawal of Subscriber's consent will not affect the legal validity and enforceability of any electronic Communications provided or business transacted between ecoLINK and Subscriber prior to the time Subscriber withdraws their consent.

- a. **Phone Calling and Texting.** In addition, Subscriber hereby agrees that Subscriber's execution of the Agreement or use of the Service constitutes Subscriber's express written consent to receive automated and manually dialed calls, text messages, and pre-recorded messages at the phone number(s) provided by Subscriber to ecoLINK in connection with the Service. Consent to receiving autodialed calls, text messages, and/or pre-recorded messages from ecoLINK is not required to purchase products or services from ecoLINK.
- b. **Changing Subscriber Contact Preferences.** Subscriber may exercise Subscriber's option to not receive any marketing communications from and/or automated or manually dialed calls, text messages and pre-recorded messages from ecoLINK by going to ecoLINK's SmartHub online portal or app, or calling ecoLINK at (918) 756-0833. Subscriber may also text STOP in response to any text message from ecoLINK to stop receiving text messages from ecoLINK.

23. 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. Subscriber consents to the personal jurisdiction of the District Court sitting in Okmulgee County, Oklahoma, with respect to such matters and waives Subscriber's rights to removal.

24. PRIVACY POLICY.

- a. The Services may use, in whole or in part, a managed data network, the public internet and third-party networks to transmit voice and other communications. ecoLINK will take reasonable measures with respect to the secure transmission of the Service. ecoLINK will treat Subscriber's personal information in accordance with its then-current Privacy Policy (available at www.ecoLINK.coop/legal) and the terms of this Agreement. The ecoLINK Privacy Policy is incorporated into this Agreement by reference. Subscriber agrees to the terms of the Privacy Policy, which describes ecoLINK's use and disclosure of information about Subscriber's account and Subscriber's use of the Service. In the event of a conflict between ecoLINK's Privacy Policy and the other terms of this Agreement, this Agreement shall control.
- b. While providing services to Subscriber, ecoLINK may collect certain information that is made available to ecoLINK solely by virtue of ecoLINK's relationship with Subscriber, such as information about the quantity, technical configuration, type, destination, and amount of Subscriber's use of the telecommunications services Subscriber purchases. This information and related billing information is known as Customer Proprietary Network Information, or CPNI. CPNI does not include Subscriber's name, address, and phone number. ecoLINK may use this information, without further authorization by Subscriber, to offer Subscriber: (i) services of the type Subscriber already purchases from ecoLINK, and (ii) the full range of products and services available from ecoLINK and other ecoLINK companies that may be different from the type of services Subscriber currently purchases. Use of Subscriber's information will permit ecoLINK to offer Subscriber a package of services tailored to Subscriber's specific needs. Without further authorization by Subscriber, ecoLINK may also share Subscriber's information with other ecoLINK companies and affiliates including ecoLINK's parent company, East Central Electric Cooperative.

25. MISCELLANEOUS.

- a. The Agreement and other agreements referenced herein and located on www.ecoLINK.coop and all other tariffs applicable to the Services purchased by the Subscriber, represents the entire agreement of the Parties with respect to Subscriber'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. Subscriber may not assign any rights or delegate any duties under the Agreement without the prior written consent of ecoLINK, 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. If one or more provisions of this Agreement are inconsistent with the provisions of ecoLINK's tariff related hereto on file with the Oklahoma Corporation Commission, the provisions of the tariff will govern, and the remaining provisions of this Agreement 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. ecoLINK 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, pandemics, earthquakes, acts of God, labor disputes, strikes, work slowdowns, or other labor-related activity.

- g. ecoLINK will make reasonable efforts to maintain Services and respond to service calls in a timely manner. ecoLINK will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Subscriber's sole responsibility. Subscriber is responsible to pay cost of repair or replacement.
- h. Subscriber assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, information transmitted or received through the Services. ecoLINK assumes no responsibility and disclaims any liability for the security of any information on Subscriber's personal devices, or the security or accuracy of any information or data transmitted or received through the Services. ecoLINK has no responsibility and disclaims any liability for unauthorized access by third persons to Subscriber personal devices, files or data, or any loss or destruction of files or data.
- i. Letter of Authorization. The Subscriber hereby appoints ecoLINK as agent for ecoLINK 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 ecoLINK to implement the services ordered from ecoLINK, including but not limited to: (1) securing information for activating, porting disconnecting, editing, and transferring service for Subscriber, (2) securing information for the purposes of resolving technical issues for Subscriber, (3) securing information for activating, removing, changing, and editing Subscriber's directory listings.

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

27. **VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY: Subscriber understands and acknowledges that access to ecoLINK and Conexon Connect, LLC phone service may be lost or the service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) ecoLINK or CONEXON CONNECT, LLC NETWORK OR FACILITIES ARE NOT OPERATING (ii) BROADBAND CONNECTION IS LOST; (iii) SUBSCRIBER IS EXPERIENCING A POWER OUTAGE; (iv) ELECTRICAL POWER TO THE OPTICAL NETWORK TERMINATOR (ONT) IS INTERRUPTED; (v) SUBSCRIBER'S FAILURE TO PROVIDE A PROPER SERVICE ADDRESS OR MOVING THE SERVICE TO A DIFFERENT ADDRESS. Subscriber understands and acknowledges that for 911/E911 calls to be properly directed, ecoLINK must have current service address and if Service is moved to a different address without ecoLINK's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding, or the ecoLINK phone service (including 911/E911) may fail altogether. Subscriber is required to notify ecoLINK of any change of address of the voice enabled advanced equipment for 911/E911 calling service to work properly. Subscriber agrees that, to the maximum extent allowed by law, ecoLINK shall have no liability for any damages caused, directly or indirectly, by Subscriber's inability to access the Services, including the ecoLINK phone and 911/E911 services. Subscriber agrees to defend, indemnify, and hold harmless ecoLINK, its officers, directors, employees, affiliates, and agents and any others who furnish services in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, Subscriber or any third party or user of account relating to the absence, failure, or outage of the Service, including 911 dialing and/or inability of Subscriber or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.**

If Subscriber is not comfortable with the limitations of the 911 dialing service, Subscriber should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the service.