



TERMS AND CONDITIONS

This Service Agreement ("Agreement") is between Dobson Technologies – Transport & Telecom Solutions, LLC. d/b/a Dobson Fiber ("Seller") whose registered address is 14101 Wireless Way Ste. 300, Oklahoma City, OK 73134 and the Customer.

This Agreement is subject to the following Terms and Conditions.

General Terms and Definitions:

The Customer ordering any products or services from Seller is hereafter referred to as Customer. By accepting products and/or services provided through Seller, Customer agrees to observe and abide by all of the terms and conditions.

I. Disclaimer of Liability:

Customer acknowledges that Seller makes no warranty of any kind, express or implied, regarding the reliability or suitability for a particular purpose of its Internet services. Uninterrupted or error-free internet service, or the speed of Customer's service, is not guaranteed. Actual speeds vary. Seller disclaims any warranty of merchantability or fitness for a particular purpose. No oral advice or written information given by Seller, its employees, directors, agents or other representatives, shall create or expand any representation or warranty, nor shall Customer be entitled to rely on any such information or advice.

Customer acknowledges and understands that Seller exercises no control over the nature, content, or reliability of the information delivered to Customer from the Internet. Under no circumstances shall Seller be held responsible for damages or loss suffered by Customer, including, but not limited to, special, actual, incidental, consequential or punitive damages, as a result of Customer's direct or indirect use of services including, but not limited to, errors, delays, loss of information, or interruptions in service. Customer acknowledges that Internet access service may be temporarily unavailable for scheduled or unscheduled maintenance, and for other reasons within and outside of the control of Seller. Under no circumstances do any such errors, delays, loss of information, or interruptions in service nullify or modify this Agreement entered into by Seller and the Customer. Seller reserves the right to refuse or terminate service to Customer at any time. Customer agrees to indemnify and hold Seller harmless from any claims, including attorney's fees, resulting from the Customer receiving Seller services, which cause direct or indirect damage to another party. In the event Seller is required to perform installation, work, or wiring, or to supply equipment or hardware to the Customer in connection with the services supplied by Seller, Customer agrees that under no circumstances will Seller be held responsible for damages or loss suffered by Customer in connection with the same, and Customer will be solely responsible for any damages or loss associated with Seller's installation, work or wiring, or supply of equipment or hardware to Customer's location by Seller.

II. Customer Responsibility:

Customer is responsible for protecting all account passwords and for any authorized or unauthorized use made of Customer's account. Customer agrees to comply with the rules appropriate to any network to which Customer may gain access via the services of Seller and agrees to abide by the Seller "Acceptable Use Policy" found at www.dobson.net/legal. Customer acknowledges that any proprietary, confidential, or otherwise valuable information that Customer desires to keep confidential should not be transmitted over any part of the Internet, nor reside on computers connected to the Internet. Customer will not transmit or make available to the Internet any material that is illegal, libelous, tortuous or likely to result in action against Seller or its Customers. Customer agrees that under no circumstances will the Customer use Seller equipment and/or electronic mail addresses in

connection with the sending of unsolicited electronic mail messages, commercial or otherwise, including but not limited to, the sending of unsolicited mass mailings. Violation of this provision will result in cancellation of Customer's service upon written notice by the Company. Customer will also be responsible for installing their own "firewall" hardware or software, if desired, to protect against possible intruders gaining access to Customer's computer.

Prior to circuit installation, Customer is responsible for providing, at Customer's sole expense:

1. A standard AC wall outlet to provide power to the customer premise equipment.
2. A 10BaseT Network Interface Card (NIC) in their PC system.
3. An Internet network ready PC System (Seller is not responsible for configuring Customer's networks or PC system(s) to be used with the Internet).

III. Service Plans and Term Commitment:

Customer agrees not to use the services provided by Seller in a manner prohibited by any federal or state law. The minimum term for Seller service is for (1) one month with an automatic extension on a month-to-month basis thereafter. If Customer chooses the annual, twelve (12) month term commitment plan, service will continue on a monthly basis following the expiration of the initial 12-month plan. The Seller monthly service and installation fees are payable in advance and are invoiced at the beginning of each month. Prorated fees will apply based on the actual date service is installed. All invoices are due and payable on receipt.

IV. Internet Bandwidth Available:

The maximum Seller circuit speed is based on the line quality and the actual cable distance between the customer's location and the telephone company "CO" (central office) serving location. Actual data transfer or "throughput" may be lower than maximum circuit speed due to Internet congestion, server or router speeds, protocol overheads and other factors, which cannot be controlled by Seller.

V. Inside Wiring:

Inside wiring is not required if there is an existing Standard RJ 11 Telephone Jack in place at the customer desired location. If a new Jack must be installed, the rate for installation will be the current Dobson Telephone Company De-Regulated Service rate, and must be prepaid by Customer at the time of installation. Customers with alarm systems, that do not have a telephone line for the broadband service to be installed on, will need to have their alarm service rewired to accommodate the broadband station filter. Charges for this rewiring will be charged at the indicated labor rate..

VI. Payment Obligations:

If service is terminated before 6 months, a \$25 cancellation fee will be applied. A fee may be applied for unreturned or damaged equipment. Invoices are due and payable upon receipt.

VII. Venue/Choice of Law:

This agreement shall be construed in accordance with and governed by the internal laws of the State of Oklahoma. Any legal action or other legal proceeding relating to this agreement or the enforcement of any provision of this agreement shall be brought or otherwise commenced in a state or federal court located in Oklahoma City, Oklahoma.



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VIII. Assignment:

Customer may not assign or transfer its rights or obligations under this agreement without prior written consent of Seller, which shall not be unreasonable withheld, and any attempted assignment without such consent shall be invalid.

IX. Severability:

If any provision of this Agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this agreement shall remain valid and enforceable according to its terms.