

Btel

SERVICES TERMS AND CONDITIONS

Brazoria Telephone Company d/b/a Btel (Btel) directly and through its affiliates (collectively, “Btel”) offers business customers a range of services (each a “Service” and collectively the “Services”) pursuant to these Business Services Terms and Conditions including:

- A. Voice Services
- B. Broadband Services
- C. Video Services
- D. Data Center Services

1. GENERAL PROVISIONS

1.1 These Business Services Terms and Conditions, together with any Addenda, Exhibits, and Schedules (attached now or at a later date), incorporate the provisions, including pricing, of the Btel Service Order designated to you, the customer (“Customer”), for the purchased Services (“Designated Btel Service Order”). Customer acknowledges that each Designated Btel Service Order together with these Business Services Terms and Conditions shall make up the agreement under which Btel will provide the purchased Services to Customer and shall be collectively referred to hereafter as the “Service Agreement” or "Agreement." Customer has read and understands the Designated Btel Service Order, Addenda, Exhibits, Schedules, and Business Services Terms and Conditions and agrees to be bound thereby. This Agreement shall be effective upon establishment of the Designated Btel Service Order (“Effective Date”) but monthly billing and service term will not commence until installation is completed and the Btel Delivery Confirmation Addendum is signed. Rates for the Services shall be delineated in the Designated Btel Service Order. The Customer must initiate a service order with Btel to change or add to the initial Services and, in which case , an additional Btel Service Order will be required to be executed between the Parties. Each subsequent Btel Service Order designated to Customer for changed or additional services shall be added to this Agreement. Pricing excludes state and federal taxes, regulatory fees, and surcharges. In case of any conflict between these Business Services Terms and Conditions and any Designated Btel Service Order, the Designated Btel Service Order shall prevail.

1.2 Btel has the right to cancel the Agreement within 45 days after the Effective Date, in the event that Btel determines that Service cannot be provided economically to Customer or for technical reasons, including but not limited to: a technically acceptable transmission facility to Customer's premises is unavailable; adequate capacity to provide the Service is unavailable; acceptable transmission speed cannot be achieved after technical due diligence has been performed by Btel; or Customer's premises are located an excessive distance from Btel's switching facilities.

2. RATES AND CHARGES

2.1 The rates and charges, including both recurring and non-recurring charges, for the individual Services that comprise the complete package of Services ordered by the Customer can be found in the Designated Btel Service Order.

2.2 Monthly recurring charges will be billed one month ahead, and shall be due and payable for the term of this Agreement, or until all Services ordered by Customer are completely disconnected pursuant to Btel's normal disconnection process, whichever event occurs first in time. If services are disconnected prior to completion of the term commitment (“Commitment Term”) specified in the Designated Btel Service Order, an Early Termination fee may apply as described in Section 6 below.

2.3 All non-recurring charges are due and payable as of the “Effective Date” of the Designated Btel Service Order unless otherwise listed in the Designated Btel Service Order.

3. TERMS AND CONDITIONS

3.1 The term of this Agreement shall be as specified in the Designated Btel Service Order (“Term”) and shall be measured from the date that Service is turned up as noted in the “Btel Delivery Confirmation Addendum” which shall be considered an addendum to the Agreement. On the initial and on any subsequent expiration dates, the Agreement will renew automatically for a period of one year unless a different term is specified in writing or unless either Party gives written notice to the other Party at least thirty (30) days prior to the expiration of the then existing term that it elects not to renew the Agreement.

3.2 FEES AND PAYMENT SCHEDULE. The fees and payment schedule for the Services are set out in the Designated Btel Service Order. Rates shall be fixed for the Term unless otherwise noted on the Designated Btel Service Order. For the Term of the Agreement, Customer will not be charged a greater rate than the rates noted in the Designated Btel Service Order. Payment on invoiced charges is due within thirty (30) days of the invoice date. Balances which remain unpaid more than 30 days from the invoice date shall be deemed past due and may be subject to late charges not to exceed 1-1/2% per month, or the highest rate allowed by law, whichever is less. Customer shall be liable for all costs incurred in collection of past due balances including but not limited to collection fees, attorneys' fees, filing fees and court costs.

3.3 TAXES. Customer agrees that, during the Term of this Agreement, in addition to any other payments, Customer will promptly pay all taxes, assessments and other governmental charges levied or assessed in connection with the Services provided hereunder, and will promptly pay or reimburse Btel for all taxes, assessments and other governmental charges, as applicable.

3.4 AUTHORIZED CONTACT PERSON. Customer shall designate in writing one or more Authorized Contact Person(s) (ACP) for the Agreement to act as Btel's point of contact for Customer. The initial ACP(s) will be noted in the Designated Btel Service Order, however, should the Customer desire to change their ACP(s) at a later date, the Customer should promptly communicate such change(s) to their Btel Account Executive.

4. WARRANTIES AND LIMITATIONS OF LIABILITY

4.1 Btel makes no warranty, expressed or implied, including but not limited to, any warranty of fitness for a particular purpose or use, or any warranty of merchantability with respect to services or products furnished hereunder, all such warranties being specifically disclaimed by company.

4.2 In no event shall Btel be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever arising out of or in connection with this Agreement incurred or suffered by Customer or any third party, whether or not the other party or any other person has been advised of the possibility of damages.

4.3 Customer is responsible for reporting any service outages or degradation to Btel by calling the Btel repair line at 979-798-2121 which is available 24/7/365. Unless otherwise noted in the Designated Btel Service Order, Btel will respond as quickly as possible in the event of a service outage which is caused by the Btel Network and which is not a Force Majeure event as described in Section 5 below.

4.4 Except for personal injury caused by Btel's negligence or willful misconduct, the entire liability of Btel and its affiliates for any damage or expense from any cause whatsoever shall in no event exceed the monthly recurring charge of the product or service which directly gives rise to the claim.

4.5 No action or proceeding against Btel or its affiliates may be commenced more than twenty-four months after the claim arises.

4.6 INDEMNIFICATION. Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party (“Indemnified Party”) from and against losses, costs, claims, liabilities, damages, and expenses (including reasonable attorney’s fees) (collectively, “Damages”) suffered or asserted by other third parties for:

- a. damage to tangible personal property or personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and
- b. Claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications (including its employees, agents and contractors).

Neither Party's indemnification obligations hereunder shall be applicable to any Damages to the extent caused by, arising out of or in connection with, the negligence, intentional acts or omissions or willful misconduct of the Indemnified Party, including its employees, agents and contractors.

5. FORCE MAJEURE

Btel shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from matters beyond Btel's control, including, without limitation, fire, explosion, terrorism, accident, flood, labor trouble or stoppage, any regulation, rule or act promulgated by any governmental agency, inability to obtain or shortage of suitable software, material, components, parts, equipment, machinery, fuel, power, transportation, acts of God, a fiber cut or damage caused by a third Party or any other causes beyond Btel's control. Either party may terminate its obligations under this Agreement if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either party to carry out its obligations under this Agreement. In addition, if at any time during the Term of this Agreement, the action of a governmental agency requires modification of the Services provided hereunder so as to impair such Services.

6. COMMITMENT TERMS & EARLY TERMINATION

6.1 Btel Business Service plans are subject to these Terms and Conditions governing Commitment Terms and Early Termination. .

6.1 Commitment Terms. Customers that purchase a term commitment (each referred to as "Commitment Term") agree to pay the discounted monthly rate(s) listed in their Designated Btel Service Order for each month of the Commitment Term. Upon expiration of the Commitment Term, provided Customer maintains continuous service with Btel, Customer shall remain enrolled in the Designated Btel Service Order as part of the overall Service Agreement on a month-to-month basis at Btel's then-current monthly rates for such services.

6.2 Early Termination. In the event that you terminate your Business Service Commitment Term prior to expiration of the term, and the service is not replaced with a service that is a like or more advanced service than the originally purchased service, you will be subject to an Early Termination Fee equal to the discounted service rate multiplied by the remaining months in the Commitment Term. In addition to any applicable Early Termination Fees, Customers will be required to pay applicable equipment charges. Discounted equipment charges are voided upon Early Termination and Customer shall be responsible for the full charge. Other charges may also apply. Customers may migrate between Services without early termination penalties or additional charges, however, your Commitment Term will be renewed.

6.3 Once your Commitment Term has expired, Btel may give you the option to enter into an agreement for a new Commitment Term subject to the terms and conditions of the Commitment Term and Services in effect at that time. Commitment Term subscribers who move to a new location may sign up for a new Commitment Term at the new location of the Business Services, where available. Your existing Commitment Term, however, cannot be carried over to a new service location.

6.4 If you terminate a Service prior to the end of a calendar month, you will be responsible for the full month's charges, as well as any other applicable fees, including without limitation unbilled charges,

disconnect fees, equipment charges and Early Termination Fees, all of which immediately become due and payable. Expiration of the term or termination of the service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. Failure to pay the full price in any calendar month is grounds for automatic termination of the service, and applicable Early Termination Fees, equipment charges, and other fees and penalties will apply.

7. APPLICABLE LAW.

This Agreement shall be governed and interpreted according to the laws of the State of Texas.

8. TERMINATION OF AGREEMENT

In addition to termination pursuant to Paragraph 1 of these Terms and Conditions, this Agreement shall terminate as provided in this Paragraph 8. If either party (the "Offending Party") shall (i) breach one or more of its obligations hereunder without correcting the same within thirty (30) days of written notice from the other party specifying the nature thereof, however, that where such failure cannot reasonably be cured within such 30 day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such breach shall be extended for such a period of time as may be necessary to complete such curing up to a maximum cure period of sixty (60) days; or (ii) apply for, consent to or suffer the appointment of a receiver, trustee, custodian or liquidator of all or any substantial part of its assets, or (iii) make a general assignment for the benefit of creditors, or (iv) file a petition or answer seeking, or admitting or shall otherwise take advantage of bankruptcy, reorganization or other relief under applicable bankruptcy law, then this shall be considered to be an "Event of Default" by such Offending Party.

Upon an Event of Default, the other party (the "Offended Party") may thereupon terminate this Agreement by giving the Offending Party 30 days written notice of termination. Upon an Event of Default, each party shall have all remedies available to it under this Agreement, at law or in equity, and all such remedies shall be cumulative. Notwithstanding any other provision of this Agreement, Btel may terminate this Agreement upon ten days prior written notice if the Customer fails or refuses to pay Btel in accordance with the provisions of this Agreement. Upon termination of this Agreement for any reason, Btel shall be entitled to all payments due from Customer under this Agreement and the return of any equipment, hardware and software owned by Btel, including Customer Premise Equipment (CPE) that is in the possession or control of Customer at the time of termination. If Customer fails to return such equipment, hardware and software, Customer shall incur the obligation to pay the fair market value of all unreturned equipment, hardware and software. Termination of this Agreement shall not relieve Customer of any unfulfilled obligations created hereunder, unless agreed to in writing by Btel.

9. SEVERABILITY

In the event any provision contained in this Agreement is for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be then construed as if such an unenforceable provision or provisions had never been included in this Agreement.

10. WAIVER

The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.

11. SUCCESSORS AND ASSIGNS

Customer may not assign this Agreement without the express written consent of Btel. Assignment of this Agreement shall not release Customer from liability hereunder and the terms and conditions of this Agreement shall also be binding upon the successors and assigns of the parties hereto.

12. COMPLIANCE WITH APPLICABLE LAWS

Each party agrees to comply with all laws, rules and regulations applicable to the performance of its obligations hereunder. Without limiting the generality of the foregoing, the Customer will have responsibility for ensuring that, except in respect to work performed hereunder by Btel, or Btel subcontractors or agents; the premises meet all applicable codes or other laws. Customer agrees to promptly correct any noncompliance with applicable codes and other laws if such noncompliance in any way prevents Btel from performing under this Agreement. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Rules and Regulations of the FCC, Btel's applicable tariffs and price lists, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body.

13. SERVICE CHANGES AND FAILURE

(A) In the event that Customer makes changes so as to require Btel to make additions, moves, changes or redesigns to the services or equipment that it is providing to the Customer, then Customer shall pay all costs and expenses incurred by Btel for such additions, moves, changes or redesigns. In the event that Customer desires to change the In-Service Date on a Service Request after acceptance by Btel, Customer may change the In Service Date, at no charge, five (5) business days prior to the In Service Date unless otherwise noted in the Designated Btel Service Order. In the event Customer desires to change the In-Service Date on less than five (5) business days' notice, or in the event that Customer changes the In Service Date more than once, Customer shall pay a charge of \$100.00 plus any costs incurred by Btel as a result of the Customer's change of the In Service Date.

(B) In the event that Service fails (i) as a result of Customer provided facilities, wiring or equipment; provided, that, such failure is not caused by the gross negligence or willful misconduct of Btel; (ii) due to insufficient Internet Bandwidth provided by another provider; (iii) due to equipment or wiring that has been subjected to Customer's, or any other third party's misuse, neglect, accident, or unauthorized use; (iv) due to equipment in which the serial number has been removed or altered, or (v) due to any other failure caused by the Customer, its agents, vendors, or other related parties, then Btel shall have no liability to Customer for such failure of telecommunications.

14. CUSTOMER'S RESPONSIBILITIES

A. Customer, at Customer's own expense, shall be responsible for all charges relating in any way to the provision of the Btel Products or Services, including, without limitation, charges arising from misuse, abuse or fraudulent access to the Btel Products or Services. Customer shall not use the Btel Products or Services or permit any use of the Btel Products or Services which is illegal, unlawful, or harassing. Customer must maintain reasonable security procedures and standards with respect to Customer's equipment that interfaces with the Btel Products or Services. Equipment provided by Btel that is the property of Btel must be returned in the event of termination of Btel Products or Services. Customer must provide Btel with 30 days written notification of any moves requiring Btel equipment relocation. Customer hereby agrees to indemnify Btel and its affiliates against any liabilities incurred by them to any Third party as a result of the Customer's use of the Btel Products or Services. In the event Customer notifies Btel of suspected product or service failure, which constitutes Btel providing a Service Call to Customer's premise, with the ensuing results being determined as not related to Btel's Products or Services, Btel shall at its discretion render invoiced charges to Customer pursuant to applicable standard rates.

B. Access to Premises. Customer will provide Btel with reasonable access to its premises in order to install, maintain, and repair the Btel Products or Services, and Customer shall authorize any other employee or its designated agent to grant access to Customer's premises for these purposes. Customer understands and agrees that Btel may drill, cut, and otherwise alter improvements on the premises. If Customer does not own its premises, Customer warrants that Customer has obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make the alterations that Btel deems appropriate. Customer acknowledges that Btel may use existing wiring, including altering the wiring and removing accessories, located within Customer's premises.

15. INDEPENDENT CONTRACTOR STATUS

Btel is engaged in an independent business and will perform all other obligations under this Agreement as an independent contractor and not as the agent or employee of the Customer. Btel's personnel shall be considered solely the employees of Btel and not employees or agents of the Customer. Btel has and retains the right to exercise full control of and supervision over the performance of the services it provides and full control over the employment, direction, assignment, compensation, and discharge of all of its personnel performing services and full control of and supervision of its contractors. Btel is solely responsible for all matters relating to the compensation and benefits for all of Btel's personnel. Btel and Customer agree to the following rights consistent with an independent contractor relationship:

15.1 Btel has the right to perform services for others during the term of this contract.

15.2 Btel has the sole right to control and direct the means, manner and method by which the services required by this contract will be performed.

15.3 Btel has the right to hire assistants as sub-contractors, or to use employees to provide the services required by this Agreement.

15.4 Btel or its employees or sub-contractors shall perform the services required by this contract.

15.5 Btel shall allocate and shall have full control of personnel and schedule required to fulfill the Services provided to Customer under this Agreement.

15.6 CUSTOMER WILL NOT ATTEMPT TO HIRE BRAZORIA'S EMPLOYEES. If during the term of, or within twelve (12) months after the termination of this Agreement, the Customer hires directly, or indirectly contracts with any of Btel's employees for the performance of services similar to those provided by Btel under this Agreement, CUSTOMER AGREES TO PAY TO BRAZORIA EITHER ONE YEAR OF THE SALARY BRAZORIA PAID TO THE EMPLOYEE OR THE AMOUNT PAID TO THE EMPLOYEE BY THE CUSTOMER AT THE TIME OF HIRING, WHICHEVER IS HIGHER.

16. RESOLVING DISPUTES

16.1 In the event of any dispute arising in connection with this Agreement, the Parties shall use good faith efforts to arrive at an agreeable resolution through discussions escalating to at least the Vice President level within their respective organizations. The Party initiating the dispute shall provide written notice to the other Party of such dispute, which shall set forth the nature of the dispute and the remedy requested.

16.2 The Parties shall negotiate in good faith for a period of thirty (30) days after the non-initiating Party has received such notice of dispute.

16.3 If after such period the Parties are unable to agree upon a resolution, then either Party may initiate mediation in accordance with the procedures set forth in section 16.4.

16.4 Mediation.

16.4.1 In the event the dispute between the Parties cannot be resolved by good faith negotiations, the Parties agree to participate in non-binding mediation.

16.4.2 A mediator will be selected by having counsel for each Party agree on a single person to act as mediator. The Parties' counsel, as well as officers of each Party, and not more than two other participants from each Party will appear before the mediator at a time and place in Brazoria County, Texas determined by the mediator, but not more than sixty (60) days after the end of the good faith negotiating period.

16.4.3 The fees of the mediator and other costs of mediation will be shared equally by the Parties.

16.5 Litigation

16.5.1 If, within two (2) years following notice of a dispute, the dispute is not resolved via non-binding mediation, the Parties may resort to litigation in a court of competent jurisdiction located in Brazoria County, Texas.

17. CONFIDENTIALITY

Each Party for itself, its employees, agents and representatives agrees that it will not divulge any confidential or proprietary information it receives from the other Party, except as may be required by law. The terms and conditions of this Service Agreement shall be construed confidential or proprietary information under this Section 17.

In the event that the Customer fails to comply with this Section 17, Btel reserves the right to terminate the Agreement by notice in writing with immediate effect.

18. ENTIRE AGREEMENT

This Agreement, together with any Designated Btel Service Order, Addenda, Exhibits or Schedules attached hereto, or to be attached in the future, or the Btel Broadband Terms and Conditions and Acceptable Use Policy or any Amendments attached hereto, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services described herein and therein, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Btel shall not be bound by any agents' or employees' representations, promises or inducements not set forth herein.

19. EQUIPMENT

Customer agrees to abide by the following terms and conditions. In order to receive Services from Btel, equipment owned by Btel, hereinafter collectively referred to as the "equipment.", will be installed by Btel. The Customer understands that they have not purchased this equipment and it must be used and returned to Btel upon termination of services. Customer is responsible for the loss or damage to the equipment that has been installed from Btel. Customer has no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter, or tamper with the equipment at any time. Equipment is to be solely used for the provision of Btel Services to Customer and may not be used for any other purpose. Btel is not responsible for any special, incidental, or consequential damages relating to the equipment provided to Customer. In the event that the equipment becomes inoperative, Customer shall call the Btel technical support immediately. Customer is responsible for any damage to equipment due to Customer negligence or willful misconduct. Upon termination of Btel Services, arrangements will be made for Btel technicians to uninstall the equipment and remove it from Customer's premise. The equipment must be returned in good working order. In the event that the equipment is not returned in good working order, Customer will be charged replacement value for each item of the equipment not returned in good working order.

20. NOTICES.

Notices, including those required by the Designated Btel Service Order, shall be sent by US Mail or via email. If via email, notices shall be transmitted through a system that validates delivery and the full path of transmission. Notices hereunder shall be deemed properly given when delivered. Notices sent via U.S. Mail shall be delivered to the addresses indicated below until such time as either party informs the other in writing of a change:

Address for Btel

Btel

314 W. Texas Street

Btel, TX 77422

Address for Customer: Notices sent to Customer shall be sent to Customer’s ACP as designated in the Designated Btel Service Order.

21. NOT A LEASE.

The provisions of the Designated Btel Service Order, as well as this Business Services T&Cs are a service agreement and is not intended to and will not constitute a lease of real property. Customer acknowledges and agrees that it has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances. Upon termination of the Designated Btel Service Order for any reason, Btel will have the right to remove immediately all of Customer's Equipment located at the facility.

22. PROPRIETARY RIGHTS.

This Agreement shall not be construed to grant to Customer any ownership right, title or interest in any intellectual property rights embodied in or associated with the products and services provided by Btel hereunder. All intellectual property rights, title and interest in the methodology, technology and know-how that Btel uses to provide the products and services shall remain exclusively with Btel and its licensors, as applicable.

23. MISCELLANEOUS

23.1 The Designated Btel Service Order may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. This Designated Btel Service Order may be amended, and Btel may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if Btel shall obtain the prior written consent of the Customer to such amendment, action or omission to act.

23.2 Customer understands that Internet use, and related products and services provided under the Designated Btel Service Order, may require registration and related administrative reports which are public in nature.

23.3 Btel may elect or be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain services by Btel to Customer. In the event that such tariffs are filed respecting services ordered by Customer, then the terms set forth in the applicable tariff shall govern Btel's delivery of, and Customer's consumption or use of, such services.

23.4 Upon prior written consent from the Customer, Btel may use Customer's name in connection with proposals to prospective customers and in print or electronic form for marketing or other purposes, including compliance with applicable laws or regulations and the protection of any rights relating to Btel

or its business. Customer may use the name "Btel" in connection with the services provided to Customer by Btel or otherwise only with Btel's prior written consent.

23.5 If one or more of the provisions contained herein or in the Designated Btel Service Order are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.

23.6 Nothing in the Designated Btel Service Order or in the course of dealing between Btel and Customer pursuant hereto shall be deemed to create between Btel and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than that of independent contractors with respect to each other.

23.7 Customer covenants and represents that it has negotiated the Designated Btel Service Order directly with Btel, and has not authorized any broker, salesperson or finder to act for it in the negotiation and execution of the Designated Btel Service Order. Customer agrees to indemnify and hold harmless Btel from any and all claims by any such broker, salesperson or finder for a commission or finder's fee as a result of Customer having entered into the Designated Btel Service Order.

Attachment A –

Additional Terms for Voice Services

I. GENERAL VOICE TERMS

- A. Btel provides voice communication services which include direct-dialed calling and certain advanced features. Btel reserves the right to offer, modify or discontinue features or advanced features, and may, in Btel's discretion, require additional charges for features. The Service may or may not include mobile or nomadic ability.
- B. When Customer accepts the voice service, Customer becomes the main account holder for each telephone number assigned to the Service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently.
- C. For voice service, flat rate elements are billed in advance and non-recurring and usage-based charges are generally billed in the billing cycle following the transaction and include, but are not limited to, international calling (including surcharges for international termination to a wireless phone number), Operator Services, Directory Assistance, call trace, and overage minutes associated with defined minutes-of-use plans. Partial minutes are rounded up for per-minute usage charges. Customer shall not resell or redistribute (whether for a fee or otherwise) the voice service, or any portion thereof, or otherwise charge others to use the Service, or any portion thereof, unless there is a specific agreement which allows such resale.
- D. Voice service requires Customer Premise Equipment (CPE) that may be provided by the Customer or by Btel. The CPE must be compatible with the particular voice service ordered by Customer. Customer must comply with all Btel guidelines and procedures for 911 if the CPE is moved from the originally installed location or Customer uses a voice app on a mobile device.
- E. Customer also acknowledges that Btel may establish general practices and limits concerning use of the voice service and may restrict calls to certain area codes (e.g., 900/976 calls) or international codes to certain countries as determined by Btel. Customer acknowledges that Btel also reserves the right to log off accounts or disconnect sessions that are inactive for an extended period of time. Customer further acknowledges that Btel reserves the right to change its general practices and limits at any time without advance notice.
- F. Local Number Portability. In the event Customer is transferring an existing non-Btel phone number to Btel for its voice service (i.e., porting a number to Telephone and Long-Distance Service), Customer authorizes Btel to process its order for Telephone and Long Distance and to notify the existing voice provider of the Customer's decision to switch it's local, local toll, and long-distance services to Btel's voice service, and Customer represents that Customer is authorized to take this action. Not all telephone numbers are eligible for porting to voice service.
- G. Alarm and Other Device Compatibility. Monitored fire alarm and burglar alarm systems and medical monitoring devices may not be compatible with voice services.
- H. If Customer has or purchases a monitored fire alarm or burglar alarm system or a medical monitoring device that Customer intends to use with voice as the communications pathway, Customer agrees to contact its provider for those systems/devices to determine compatibility with voice service and to arrange for the alarm or medical monitoring provider to test such systems/devices after installation of voice service. Customer also acknowledges and understands that even if such systems and devices are compatible with voice service, if their location is served by fiber to the premise technology, they will not be able to communicate with monitoring stations during a power outage unless Customer maintains battery backup power for voice as described in this Agreement. If Customer purchases a monitored burglar alarm or monitored fire alarm system after the Service has been installed, Customer also agrees to call Btel prior to installation of any such system.
- I. Inside Wiring: Btel is not responsible for the operability or maintenance of any wiring beyond the Btel point of demarcation which shall be the Btel network interface device (NID) or the Btel Optical Network

Terminal (ONT), as applicable, except where Customer has purchased an inside wiring maintenance plan from Btel. Customer will be charged for a service call and all applicable repair charges if Btel responds to a request for service and determines that the problem is caused by the inside wiring.

- J. Customer acknowledges that in fiber to premise locations the voice-enabled ONT used to provide the telephone service is electrically powered and that the telephone service, including the ability to access 9-1-1 services and home security and medical monitoring services, may not operate in the event of an electrical power outage. Customer further acknowledges that, in the event of a power outage in the home, any battery or uninterruptible power source (UPS) installed inside the voice-enabled ONT (whether self-installed or installed by Btel) may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that the presence of the battery does not ensure that telephone service will be available in all circumstances. Btel provides battery backup services free of charge. Btel will be responsible for monitoring, ordering, and purchasing replacement batteries for the UPS. Customer agrees that Btel will not be responsible for any losses or damages arising as a result of the unavailability of the telephone service (such unavailability due to outages or a suspension of Customer's account), including the inability to reach 9-1-1 or other emergency services, the inability to contact Customer's home security system or remote medical monitoring service provider. Customer acknowledges the items listed above and that loss of power at Customer's house will result in Customer's home telephone service being out of service if Customer elects not to use a UPS under the service.

Attachment B

Additional Terms for Btel Broadband Service

1. **Services.** The term "Service" shall include Btel Broadband ("Broadband"), Btel E-Mail Service ("E-M Service"), including all Software (as defined below), and such other products or services as Customer may subscribe to with Btel. The Service shall also include any software or hardware that Btel provides Customer in connection with the Service to which Customer has subscribed.
2. **General.**
 - (A) The Services shall not be used for any illegal or unlawful purpose, sending unsolicited bulk email, or maintaining an open mail relay. Violation may result in suspension of the Services or access by Customer.
 - (B) All provisions of Btel's applicable tariffs, if any, are incorporated herein by this reference.
 - (C) Btel reserves the right to make modifications and improvements in the Services or to change general rates, terms and conditions of the Services. No modifications shall override terms of a Designated Btel Service Order.
 - (D) Btel reserves the right to increase transmission speeds in the Services at any time.
 - (E) Broadband internet usage is limited to the primary Customer only, and may not be resold or shared, except within Customer's organization. Any other use is considered a breach of contract subject to termination terms as specified in paragraph 8 of the Business Services Terms and Conditions.
 - (F) Btel reserves the right to impose and enforce bandwidth usage thresholds based on individual broadband service plans limiting the amount of data you are able to upload and download within specific time periods. In order to enforce a bandwidth usage threshold policy, Btel reserves the right to do any of the following: (i) temporarily reduce the speed at which Customer may send or receive data over the access network; (ii) impose charges for exceeding bandwidth limitations; or (iii) suspend or terminate Broadband Service accounts where data consumption is not characteristic of a typical user of a similar Broadband Services account as determined by Btel in its sole discretion.
3. **Compliance with Laws.** Customer agrees not to use, or permit others to use, the Service in ways that (i) violate any law or applicable regulation, our Acceptable Use Policy (AUP) [insert Link], or other policies listed on this website, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment of our network or other networks. By way of example and not limitation, Customer agrees not to distribute unsolicited advertising, chain letters or other unsolicited bulk electronic mail (i.e., spam); propagate computer worms, destructive programs or denial of service attacks or viruses; use a false identity; attempt to gain unauthorized entry to other computers, data or any site or network; distribute child pornography, obscene or defamatory material over the Broadband; or infringe copyrights, trademarks or other intellectual property rights. Customer further agrees to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service. If the Service is provisioned outside the U.S., Customer agrees to abide by all applicable local laws and regulations, including without limitation any laws governing the import of the Service. We reserve the right to suspend or terminate the Service (or any portion thereof) without notice in the event that Customer use of the Service, in our sole judgment, violates any applicable law, regulation or ordinance, or the terms of this Agreement or our AUP, or otherwise adversely affects or threatens any Btel network or service, customer or employee, or, if Customer is determined to be a repeat infringer under our repeat infringement policy set forth in our AUP. We also

reserve the right to provide information about Customer's account and Customer's use thereof to third parties as required or permitted by law.

4. Software Provided.

- a. Btel may provide to Customer, at no cost or for a fee, software owned by Btel or its third-party licensors, providers or suppliers in connection with the Services ("Software"). Customer may use the Software in object code form only, on the hardware on which it is installed, only as part of or for use with the Service and for no other purpose. The Software may be accompanied by an end user license agreement from Btel or a third party. Customer's use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. Customer may not install or use any Software that is accompanied by or includes an end user license agreement unless it first agrees to the terms and conditions of the end user license agreement.
- b. If the Software is not accompanied by an end user license agreement from Btel or a third party, Customer is hereby granted a personal, revocable, non-exclusive, non-transferable license by Btel or its third-party licensors, providers or suppliers, to use the Software (and any corrections, updates and upgrades thereto), for the sole purpose of enabling Customer to use the Service.
- c. Customer agrees that the Software is the confidential information of Btel or its third-party licensors, providers or suppliers, which Customer shall not disclose to others or use except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Btel or its third-party licensors, providers, or suppliers. Customer may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. Customer may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. Customer is not granted any title or rights of ownership in the Software. Customer acknowledges that this license is not a sale of intellectual property and that Btel or its third-party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. The Software may be used in the United States only, and any export of the Software is strictly prohibited. We reserve the right to update or change the Software from time to time and Customer agrees to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software.
- d. IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT BRAZORIA PROVIDES CUSTOMER WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, CLIENT AND/OR NETWORK SECURITY SOFTWARE, CUSTOMER AGREES THAT CUSTOMER'S SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PERFORM, IS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERIPHERAL EQUIPMENT.
- e. Btel provides technical assistance and support for the Software in accordance with its policies. Unless otherwise provided, Btel does not provide technical assistance or support

for third party Software. Technical assistance or support with regard to third party software provided by the Software supplier is provided in accordance with such third party's policies or other terms.

- f. Customer's license to use the Software shall remain in full force and effect during the Initial Term and any renewal terms, unless and until it is terminated by Btel, its third-party licensors, providers or suppliers, or until this Agreement expires or is terminated.
5. **Return of Equipment and Software.** Upon termination or expiration of this Agreement, Customer agrees to return to Btel all hardware (other than hardware that has been purchased from us) which Btel has provided to it in connection with the Service, and to cease use of all the provided Software and immediately delete such Software from its computer. In the event such hardware and software is not returned to Btel within thirty (30) calendar days following such termination or expiration, in accordance with paragraph 8 of the Business Services Terms and Conditions, Customer agrees to pay, the fair market value of all unreturned hardware and software.
6. **Customer Equipment and Broadband Performance.** Customer is solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software updates, patches or other fixes, which are or may become necessary to access the Broadband Service, and to operate its computer and or network. The preceding obligations apply regardless of whether Btel or a third party provided the software or hardware to Customer. Customer understand that Broadband bandwidth is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files). Only the manufacturer's warranties included with any hardware or software provided by Btel shall apply.

Attachment C

Additional Terms for Video Services

1. Btel, together with its affiliates, subsidiaries and partners authorized to provide the services set forth herein ("Btel") will provide its Video service (the "Video Service") to Customer in accordance with these Terms and Conditions, which terms and conditions incorporate and include the Services Terms and Conditions, Designated Btel Service Order, as well as all applicable Btel policies as they may be changed from time to time (collectively, the "Terms of Service").
2. Customer's use of the Video Service shall be deemed acknowledgment that Customer has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of Btel's Video Service and notify Btel Customer Service 979.798.5465 to terminate the account. This is a legal binding document incorporating the Services Terms and Conditions and the Designated Btel Service Order (the "Agreement").
3. Btel regularly updates and amends these Terms of Service.
4. **Disruption of Video Service:** In no event shall Btel be liable for any failure or interruption of program transmissions or Video Service resulting in part or entirely from circumstances beyond Btel's reasonable control (including without limitation, any interruption or degradation of Video Service arising from Customer's interference, modification or tampering with the Video Service's digital receiver connection). Subject to requirements under applicable law, credit may be given for qualifying outages.
5. **Copying and Reproduction of Programs:** Customer agrees that Customer shall use the Video Service provided by Btel solely for use at their business location and will not copy such programs, Video Service, or other services except in compliance with applicable law. Each TV in that business location must have a set top box. Customer shall pay a fee for each box. In addition, if Customers purchased a pay per view event, the event charge will apply to each TV at the customer location.
6. **Additional Btel Rights:**
 1. Btel shall have the right to determine in its sole discretion what constitutes an "inappropriate" or "commercial use" of Btel's systems, Equipment, or Video Service.
 2. Btel has no obligation to monitor content or services accessible by means of Btel's video system or the digital receiver; however, Customer acknowledges and agrees that Btel has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation, to operate its programming and data information services properly, or to protect itself or its Customers.
7. **Term:** Customer shall be subject to its Commitment Term selection and the governing provisions pursuant to §6 of the Services Terms and Conditions.
8. **Additional Features, Functionality and Tools:** Any additional service features, functionality and tools that Btel offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by Btel.
9. **NO WARRANTY OF SERVICE.** THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, THE COMPANY

DOES NOT WARRANT THAT SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR DEGRADATION OF QUALITY. NEITHER THE COMPANY NOR ITS EMPLOYEES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF SERVICE OR EQUIPMENT THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICE OR EQUIPMENT, IF ANY, BY THE COMPANY'S EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AND MAY NOT BE RELIED UPON AS A WARRANTY OF ANY KIND.

10. **Disclaimer:** Btel shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the video system or Btel's digital receiver, unless such products, merchandise or prizes are provided directly by Btel. Btel assumes no liability for any program, services or information distributed over the video system and/or Btel's digital receiver.
11. **Equipment.** For purposes of this Agreement "Equipment" includes all equipment provided to you by Btel for reception of video programming service, including without limitation set-top boxes and ancillary remote controls, wiring, decoders, outlets, terminals, modems, routers, etc. installed in or on your premises. Equipment is provided to you for the term of service and solely for your use in connection with lawfully receiving video programming service. All Equipment provided and installed by Btel shall remain the sole and exclusive property of Btel, unless otherwise specified in writing by Btel or as provided by applicable law.
12. **Prohibited Uses and Activities:** The Customer shall not use Btel's Equipment, or the Video Service for illegal or inappropriate activities or otherwise engage in any illegal or inappropriate activities in their course of dealings with Btel, including but not limited to:
 1. redistributing or retransmitting the Video Service, or any portion thereof, or transmitting or distributing the Video Service, or any portion thereof, to persons outside the service location on Customer's account;
 2. modifying, disrupting, unauthorized relocation of or tampering with Btel's Equipment, including but not limited to, tampering with the seal on the digital receiver, the access card or any of Btel's services;
 3. connecting or attaching equipment to the Video Service with the intended purpose to distribute the Video Service in an unauthorized manner;
 4. restricting, inhibiting or otherwise interfering with the ability of any other Btel subscriber to use or enjoy any Btel service, the Video Service, or the Internet.
 5. reselling the Btel Service or services;
 6. impersonating any person or entity or forging anyone else's digital or manual signature; or
 7. harassing, threatening, or otherwise verbally abusing Btel employees or its agents.

Engaging in one or more of these activities may result in termination of this Agreement. This section shall not in any way limit Btel rights of termination pursuant to any other provision of this Agreement.

13. **License Requirements:** Customer agrees to comply with all end user license requirements relative to any of the services which Customer accesses pursuant to the terms of this Agreement. Customer may not decompile, reverse engineer, disassemble, modify, create derivative works of, or in any way derive any source code from the Video Service, or any portion thereof including Btel software or third-party software made available through or in connection with the Video Service. Customer agrees not to remove, alter, or obscure any product identification, proprietary, copyright, or other intellectual property notices contained or embedded within or on the Video Service.

14. **Limitation of Liability:** Any information sent by the Customer utilizing the functions of Btel Equipment is sent at the Customer's sole risk, and Btel shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by the Customer. Without limitation of the foregoing, Customer acknowledges and agrees that Btel shall not be liable for any use of Customer's information provided to third parties in connection with Customer's use of the Video Services or other third-party services or functions available through the Video Service. Btel shall not be liable or responsible for any errors, losses, or interruptions in connection with Customer's use of the Video Service, and any features or functionalities thereof, including but not limited to intermittent service, erroneous deletions, failed or misdirected recordings, and inability to schedule recordings.

15. **Security:**

1. Customer agrees to maintain the security and confidentiality of Customer's usernames and passwords or similar credentials that enable Customer to access the Video Service. Customer further agrees not to disclose such credentials to any third party. Without limitation of the foregoing, Customer agrees that Customer shall not disclose such credentials to third parties to enable them to access the Video Service or programming that may be made available to Customer outside the home.
2. The Equipment, Video Service or third-party services may not be used to breach the security of another Btel subscriber or to attempt to gain unauthorized access to any other person's computer, software or data. They also may not be used in any attempt to circumvent user authentication or security for any host, network, or account. Use or distribution of tools designed for compromising security is prohibited.
3. Customer is responsible for any misuse of Btel's Equipment, the Video Service, or any third-party services to which Customer has subscribed, even if the inappropriate activity was committed by a friend, family member, guest, employee or Customer with access to Customer's account. Therefore, Customer must take steps to ensure that others do not gain unauthorized access to Btel's Equipment, Video Service or third-party services.

Attachment D

Additional Terms for Data Center Services

1. Scope of Services. Btel, a Texas Company, through a third-party provider, maintains and provides monitoring and service personnel for a Data Center in which its Customers servers are co-located.

1.1 Btel will provide Customer the Data Center Services as set forth in the Designated Btel Service Order as well as these Business Services T&Cs and any referenced documents.

1.2 Customer shall use the products and services provided by Btel solely for Customer's internal business purposes. Customer shall not resell the Btel services without the express written authorization of Btel.

2.

3 Use of Equipment Space. Btel's facility housing the Data Center (the "Equipment Space") shall be accessible to Customer in accord with the terms of the Designated Btel Service Order and shall be utilized by Customer only for placement and maintenance of equipment, telecommunications or Internet access equipment necessary for the provision of co-location and hosting services.

3.1 Btel shall have the right to access the Equipment Space for any business purpose at all times. EXCEPT AS EXPRESSLY STATED HEREIN THE EQUIPMENT SPACE SHALL BE DELIVERED BY BRAZORIA AND ACCEPTED BY CUSTOMER "AS IS", AND BRAZORIA Fiber HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY AS TO THE FITNESS OF THE EQUIPMENT

3.2 SPACE FOR CUSTOMER'S INTENDED PURPOSE. CUSTOMER OR CUSTOMER'S TECHNICAL REPRESENTATIVE HAS INSPECTED THE EQUIPMENT SPACE AND MADE ITS OWN DETERMINATION OF SUITABILITY.

3.3 Btel will provide equipment ("Btel Equipment") necessary to the operation of the Data Center. Btel shall use reasonable efforts to provide and maintain the Btel Equipment in good working order. Btel shall be entitled to remove all Btel Equipment for repair, replacement, or otherwise as Btel may determine is necessary, but Btel shall use reasonable efforts to minimize disruptions to the service provided to Customer and shall provide Customer with advanced notice where circumstances permit. Customer shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Btel Equipment.

3.4 Customer Cabinet. Btel shall provide and maintain the cabinet space and racking for the equipment within the Data Center (the "**Customer Cabinet**"). The Customer Cabinet shall be suitable, as reasonably determined by Btel in accordance with industry standards for the proper storage and operation of the equipment. Other than for access required by authorized Btel employees or contractors in order to perform Btel's obligations under this Agreement, or as may be required by applicable law or legal process, Btel shall not permit any Person other than a Customer Representative to have access to any of the Customer Cabinets.

3.5 Notwithstanding the foregoing, Btel may inspect and, following a reasonable effort to give notice to Customer, may remove or disable any equipment in the Customer Cabinet that it reasonably believes is unsafe or harmful to the Data Center, Btel's equipment, networks or systems or third-party equipment, networks or systems. Customer will use the Customer Cabinet only for the purposes of installing, operating, monitoring, maintaining, repairing, replacing and/or removing customer systems.

3.6 Btel shall not be responsible for the operation or maintenance of any Customer-provided equipment unless specified in the Designated Btel Service Order or an approved amendment.

3.7 Following termination of the Designated Btel Service Order, Btel shall be entitled to remove all Btel Equipment and Customer-provided equipment from the Customer Cabinet, and to repair any damage to the Customer Cabinet. The Customer Cabinet shall be in the same condition as when the Customer first occupied it, normal wear and tear excepted. Customer shall reimburse Btel promptly for the reasonable cost of any equipment removal, and repairs required to restore the Equipment Space to its original condition.

3.8 Customer is solely responsible for the content of any transmissions utilizing Customer's facilities or Btel's facilities. The use of another organization's network or computing resources is subject to its respective permission and usage policies. Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content. Customer further agrees not to use the services provided hereunder for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

3.9 Upon notice from Btel, Customer shall promptly eliminate any hazard, interference or service obstruction that any hardware or software used by Customer, (whether or not provided by Btel), is causing, or is likely to cause. If Customer requests Btel's assistance in removing any such hazard, interference or service, Btel may, but is not required to assist in such removal.

3.10 Btel agrees to allow Customer to place the Customer's equipment in the Customer Cabinet subject to the terms as specified by Btel. Such placement shall be subject to the Designated Btel Service Order and

Btel's installation and maintenance specifications, which Btel shall provide to Customer from time to time.

4. Maintenance. Btel shall perform such janitorial services, environmental systems maintenance, power plant maintenance and other actions as are reasonably required to maintain the facility in which the Equipment Space is located in a condition which is suitable for the operation of the Data Center equipment.

4.1 Customer shall maintain their area of the Equipment Space in an orderly and safe condition. Failure to do so may result in Btel cleaning the Customer area and passing the cost on to the Customer.

5. Security. Btel will take reasonable responsible measures to protect the security of Customer's equipment. The Data Center, where Customer servers are located, provides multiple layers of physical and network security. Physical security includes closed-circuit Video cameras outside and inside the Data Center, key proximity door access, security systems with mantrap that produce an alarm when any external door is open. All cabinet and rack spaces are locked unless authorized personnel are performing maintenance work. The facility is monitored by the Network Operations Center (NOC) via closed circuit digital cameras. The facility is also equipped with centralized security. The Equipment Space is all behind Enterprise Class redundant firewalls. Only required ports and services are exposed to external internet and continuous monitoring of system status is performed by NOC Personnel.

5.1 Notwithstanding the preceding paragraph Btel ASSUMES NO LIABILITY FOR ANY DAMAGE OR LOSS TO CUSTOMER'S EQUIPMENT RESULTING FROM ANY OTHER CUSTOMER'S ACCESS TO ITS FACILITY. ANY SUCH DAMAGE OR LOSS WILL BE THE EXCLUSIVE RESPONSIBILITY OF THE CUSTOMER WHO CAUSED SUCH LOSS OR DAMAGE. Btel will provide reasonable assistance to resolve any disputes regarding such loss or damage.

6. Access. In the event that unauthorized parties gain access to the Equipment Space through access cards, keys or other access devices provided to Customer, Customer shall be responsible for any damages incurred as a result thereof. Customer shall be responsible for the cost of replacing any security devices lost or stolen. In addition to the rights set forth elsewhere in the Designated Btel Service Order, Btel shall have the right to terminate Customer's use of the Equipment Space or the services in the event that: Btel's rights to use the facility within which the Equipment Space is located terminates or expires for any reason; Customer makes any material alterations to the Equipment Space without first obtaining the written consent of Btel; Customer allows personnel or contractors to enter the Equipment Space who have not been approved by Btel in advance; or Customer violates any posted or otherwise communicated rules relating to use of or access to the Equipment Space.

7. Rights to Equipment and Software. Customer represents, warrants and covenants that it owns or has the legal right and authority, and will continue to own or secure the legal right and authority, during the term of the Designated Btel Service Order, to use the Customer's equipment and software located in the Equipment Space.

8. Service Level Agreements. Btel guarantees that our Services will be provided in accordance with Btel's current SLA, incorporated in the Designated Btel Service Order.

9. Remedies for failure to meet SLA requirements shall be listed in the Designated Btel Service Order.

10. Ability to Change Equipment Space. Btel reserves the right to change the location or configuration of the Equipment Space; provided, however, that Btel shall not arbitrarily or discriminatorily require such changes. Btel and Customer shall work in good faith to minimize any disruption in Customer's services that may be caused by such changes in location or configuration of the Equipment Space and the cost will be borne by Btel.