

## INTERNET TERMS OF SERVICE

These Internet Terms of Service ("Agreement") along with the other documents incorporated by reference herein, set forth your obligations, Comcell's obligations, and the rules you must follow when using the Comcell Internet service ("Service(s)"). **THE DESCRIPTION OF YOUR SERVICE AND OTHER TERMS SET FORTH IN YOUR SERVICE CONTRACT OR OTHER SERVICE ORDER DOCUMENT ARE PART OF THIS AGREEMENT.**

**PLEASE READ THIS AGREEMENT CAREFULLY.** This is a binding agreement between you (the person or entity subscribing for the Services) the entities that provide the Service, and Community Telephone Company, Inc. and/or its wholly-owned subsidiary, Comcell, Inc., (collectively, "Comcell," "we," or "us"). **Your registration, payment for, or use of the Service constitutes your agreement to be bound by the charges, terms, and conditions set forth in this Agreement, including those incorporated by reference.** You acknowledge that you are responsible for all use of the Service through your account and that this Agreement, applies to any and all usage through your account.

**IMPORTANT: THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. PARAGRAPH 10 REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PARAGRAPH 13 LIMITS COMCELL'S LIABILITY. PLEASE READ THESE PARAGRAPHS CAREFULLY.**

### 1. Changes to this Agreement.

From time to time, we may change this Agreement. We will provide you with notice of material changes via an appropriate method set forth in Paragraph 16. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes.

### 2. Internet Service.

a. Service Description. The Service is composed of narrowband or broadband access to Internet, and offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly to Comcell's network. Because the Internet consists of multiple interconnected networks and most Internet end points (e.g., websites and other content providers) are not directly connected to Comcell's network, Comcell must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, Comcell has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, Comcell does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent Comcell is unable to reach agreement on terms of interconnection or network expansion with these other networks it could affect your service. Comcell therefore makes no promise express or implied that you will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

Like the other networks that make up the Internet, Comcell's is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among Comcell's subscribers. Comcell manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

b. Speed, Service Capability Speed Ranges, and Conditions that May Impact Service Performance. Comcell offers many broadband service options, each of which has a different service capability speed range. The term speed is commonly used as a shorthand way to describe the capacity at which a particular broadband internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications like a short email without attachments or basic web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

The current speed ranges Comcell offers may be found at on the page describing your Service on our website, which identifies the downstream and upstream rates at which your line transfers internet access data between the network interface device at your home, office or apartment building to the point you connect to Comcell's network

Because service performance varies on an end-to-end basis, Comcell's service capability speeds are limited to, and measured between, your location and a point on Comcell's network, which constitutes only one segment of the end to end transmission path connecting the end user to Internet websites or content providers. End-to-end performance of your Service depends on a variety of factors, including (but not limited to): the number of subscribers simultaneously using the network; customer location; destination and traffic on the Internet; Wi-Fi

connectivity; interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment; the capacity or performance of your devices or modem; the server with which you are communicating; internal network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and the networks you and others are using when communicating. In addition, your use of other Comcell services that share the capacity of your broadband connection with the Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service. Consequently, Comcell does not guarantee the performance of your service on an end-to-end basis.

- c. **IP Addresses.** The Services are provided with a dynamic Internet Protocol (IP) address, a static IP address, multiple static IP address service (as applicable), or a privately managed IP address utilizing CGN (Carrier Gateway NAT) technology, at Comcell's sole discretion. Static IP addresses are not available with all speeds. The dynamic IP address is a single Internet address intended for use with a single account. The static IP address or multiple static IP address is intended for use with a single computer or a network of computer/servers. You may not use the Service in a manner that is inconsistent with these intended uses. The Services will support both IPV6 and IPV4 Internet addresses; however, to reach IPV6-exclusive Internet content, some of your equipment may require upgrades or replacement.
  - d. **Availability.** The Service is not available in all areas, and may not be available at certain speeds (or at all) at your location, even if our initial testing indicated that your line qualified for a particular speed or Service.
  - e. **Service Changes.** Comcell reserves the right to modify or discontinue the Service temporarily or permanently. If Comcell makes a change that would have a material impact on your Service, Comcell will give you notice via an appropriate method set forth in Paragraph 16. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions.
3. **Activation and Modification; Account.** Services can be ordered through our website at <http://www.comcell.net/contact.html> or by calling our offices at 1 (940) 423-6201 or toll-free at 1 (800) 794-6407. When you order Services, we will provide you with the installation date when we will provision the Services and commence billing. If you upgrade or downgrade existing Services, these changes will be effective as of the next billing cycle unless the changes will require additional work at the Service location, in which case the changes will be effective as of the work date. Additional fees may apply to Service upgrades/downgrades.

In ordering the Services, you may also register for an account on our website. The login portal is located at <https://web121.udp.com/SelfCare093/> or such other domain as we may designate through our website from time-to-time. In registering for an account, you will be assigned (or will create) a user name and will choose a password. You agree to keep confidential all user names and passwords associated with your account and are solely responsible for any liability resulting from a failure to maintain that confidentiality. You are also solely responsible and liable for all activities that occur under your user name and password. You agree to immediately notify Comcell if you suspect any breach of security such as loss, theft, public use or unauthorized disclosure or use of you user name, password, or any other confidential information (such as a credit card number).

The information you provide to us in applying/registering for the Service and in using the Service are subject to the Comcell **Privacy Policy** attached to this Agreement.

*Red Flag Rules Compliance Statement.* In compliance with the FCC's Substantive Rules 16 C.F.R. §681.2(b)(5), Comcell is providing this notice to advise you of your rights concerning identity theft. Comcell has developed and implemented a program to detect, prevent, and mitigate identity theft in connection with the opening of certain accounts or certain existing accounts. The Comcell program addresses methods of identifying, detecting, and preventing identity theft. Comcell makes every effort to detect "Red Flags" of identity theft, such as by obtaining identifying information about and verifying the identity of a person opening an account. Comcell also authenticates customers, monitors transactions and verifies the validity of change of address requests. In order to prevent identity theft, Comcell will not open a new account and will close an existing account, and notify law enforcement if Red Flags are detected.

4. **Pricing.** When you purchased the Service, you agreed to specific price and plan, which may have included a minimum term. If no minimum term is set forth in your service contract or other service order document, the minimum term will be one month. You agree to maintain your Service for the minimum term. Your Service price is valid for the minimum term unless one of the following occurs, at which time your price may revert to the then-existing price for your Service: (a) the minimum term expires; (b) you move from your current Service address to another Service address; (c) you drop one of the Comcell services you were required to purchase to receive a special rate (i.e., if your Service is bundled with another Comcell service, such as phone service); or (4) Comcell exercises a right under this Agreement to terminate your use of the Service.
5. **Termination of Service.**

- a. Your Decision to Terminate. When you purchased the Service, you agreed to a specific price and plan, which may have included a minimum term. You may cancel your plan before the end of the minimum term and cease making your monthly payments, in exchange for which you will be subject to the early termination fee associated with that plan as specified in your application or order confirmation. At the conclusion of your minimum term, the term for your continued Service will be month-to-month, and you may cancel your Service without an early termination fee.

No cancellation of your plan or the Service is effective unless made with at least 30 days' written notice to Comcell.

- b. Comcell's Right to Terminate. Comcell may immediately terminate or suspend all or any portion of your Service without notice for any of the reasons set forth in Comcell's Acceptable Use Policy, or if: (i) you provide false or inaccurate information to Comcell; (ii) you violate this Agreement; (iii) you engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or (iv) if you engage in conduct that is threatening, abusive or harassing to Comcell employees or any of their vendor's employees or representatives, including, for example, making threats to physically harm or damage employee or company property; frequent use of profane or vulgar language; or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair or general servicing of your Service after you have been asked to stop such conduct. You may also be subject to suspension or termination pursuant to Paragraph 6 below.
6. **Payment**. You agree to pay: (a) the monthly fee specified when you ordered your Service; (b) the charge for all equipment required for your Service; (c) activation fees and connection and/or installation charges (as set forth on your service contract or other service order document); (d) late fees, restoral of Service fees and other applicable Service charges; and (e) any applicable taxes, recovery fees and surcharges which Comcell pays to municipalities and other governmental entities and may pass on to you.

- a. Credit Check / Advance Payments and Deposits. You give us permission to obtain your credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (i) unsatisfactory credit rating; (ii) insufficient credit history; (iii) fraudulent or abusive use of any Comcell services within the last five years; or (iv) late payments for current or prior bills, we may refuse to provide the Services or we may require an advance payment, a non-refundable payment, and/or deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict Service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend Service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by Comcell of satisfactory payment history or as required by law, Comcell may begin refunding of deposits through bill credits, cash payments, or as otherwise determined solely by Comcell.
- b. Billing. Billing will begin when the Service is provisioned by Comcell whether or not you have installed and begun to use the Service. You may choose to have a Comcell technician install the Service, but additional fees may apply.
- c. Method of Payment. Your monthly charges may be billed via a monthly bill or to a credit card. If you elect to receive a monthly bill, payment is due within 15 days of the bill date. If you elect to have your monthly charges automatically billed to a credit card, you will be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service.

*Special Terms Applicable to Credit Card Billing:* You hereby authorize Comcell to charge and/or place a hold on your credit card with respect to any unpaid charges for Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt; you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt; and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize Comcell and/or any other company who bills products or services, or acts as billing agent for Comcell to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide Comcell with updated credit card information upon Comcell's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither Comcell nor any Comcell affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer.

- d. **Late Payment and Failure to Pay.** You agree that for each bill not paid in full by the payment due date, we may charge you a late fee of (i) interest on any unpaid amounts applied at a compound rate of 1.5% per month (19.56% per annum); or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of Comcell's rights to collect the full amount due. Notice of any disputes must be in writing and received by us within 15 days after you received your bill or you will waive any objection. **Comcell may suspend or terminate Service if your payment is past due. While your Service is suspended, billing will continue for your monthly charges. If Comcell suspends your service for non-payment, you must pay all past due amounts in order to have service restored, and you may also, at Comcell's sole discretion, be required to pay a service restoral fee.**

In the event you fail to pay Comcell or Comcell is unable to bill charges to your credit card, Comcell may assign unpaid late balances to a collection agency. You expressly authorize, and specifically consent to allowing, Comcell and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by Comcell to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to Comcell.

- e. **Returned Checks and Other Instruments.** If any check, or other instrument is tendered by you and returned unpaid by a financial institution for any reason you will be charged a fee.

7. **Access to Premises.** You will provide Comcell with reasonable access to your premises in order to install, maintain, and repair the Services, and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that Comcell may drill, cut, and otherwise alter improvements on the premises. If you do not own your premises, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations Comcell deems appropriate for the work to be performed. You acknowledge that Comcell may use existing wiring, including altering the wiring and removing accessories, located within your premises. Without limiting any other provisions of this Agreement, you agree to indemnify Comcell from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services or related equipment.

You agree that the installation, inspection, maintenance, repair, and/or removal of any equipment could result in service outages or potential damage to your equipment, computers, computer network and/or the contents thereof and/or the loss of any recorded programming. Accordingly, you agree that you are solely responsible for providing any needed back-up for your information and data or programming and that in no event will Comcell or any of its employees, agents or contractors be liable for any loss of data or programming or damage to your equipment, computers, computer network and/or the contents thereof.

You are responsible for back-up, surge protection and protection from liability or damage of your premises or equipment. Comcell has no liability or responsibility due in whole or in part to any force majeure event as described in Paragraph 11.

8. **Equipment.** Unless expressly identified as being sold to you, title to all hardware and/or software provided by Comcell in connection with this Agreement (the "**Equipment**") shall remain with Comcell. Comcell's repair and maintenance obligations as to the Equipment are limited solely to ordinary wear and tear and shall not include maintenance and repair necessary as a result of any other cause, including without limitation, vandalism or intentional or negligent acts or omissions. You shall provide appropriate space, power and environment for, and take reasonable care of, the Equipment.

Unless otherwise agreed in writing, you will be solely responsible and liable for connection of your computers and other equipment to the Equipment. You will at all times be solely responsible and liable for the maintenance and repair of your computers and Customer's other equipment.

You shall return to Comcell all Equipment within thirty (30) days following the termination of the Services, or Comcell will charge you the un-depreciated list price of the unreturned Equipment in addition to all applicable late return fees.

9. **Restrictions on Use.** Your use of the Services is subject to the Comcell **Acceptable Use Policy** attached to this Agreement and the following additional restrictions:

- a. **No Resale.** The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless or other means). For example, you agree that

the Service is not to be used to trunk or facilitate public internet access (hotspots) or any other public use of the Service, or for any high volume purpose.

- b. Copyright Infringement and Digital Millennium Copyright Act. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. **Comcell assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.**

Comcell respects the intellectual property rights of others. Comcell has adopted and maintains a policy that provides for the termination in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. In addition, Comcell may voluntarily participate, on terms acceptable to Comcell, in copyright alert and graduated response programs.

Comcell will process valid notifications of claimed infringement under the Digital Millennium Copyright Act ("DMCA"), found at 17 U.S.C. § 512). Comcell's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Cliff Humpert  
Community Telephone Company, Inc. / Comcell Inc.  
P.O. Box 130  
Windthorst, Texas 76389

- c. Network Management. Comcell reserves the right to engage in reasonable network management practices, to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that Comcell may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology, and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way which creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that Comcell adopts a network management practice which will apply to your Service, we will provide you with a notice which describes the network management practice, explains how it will work, and explains how it could impact your Service.

*Statement as to Nondiscrimination.* Notwithstanding the foregoing, Comcell manages its network in accordance with the FCC's Internet Policy Statement adopted on August 5, 2005 and the FCC's Open Internet Orders adopted December 21, 2010 and February 26, 2015 (to the extent applicable to Comcell as a broadband Internet service provider with fewer than 100,000 subscribers) which promulgated certain regulations applicable to broadband Internet service providers ("Net Neutrality Laws"). Comcell does not discriminate or favor any lawful Internet applications, content, or services where lawfully used. Comcell promotes your ability to freely access and disseminate lawful content in a manner that respects others' use of the network and that complies with the law. Comcell supports industry practices for safeguarding children, intellectual property rights of others and your privacy and security. Comcell follows standard best efforts for Internet delivery with respect to allocation of capacity without differentiation among applications, providers and sources. Generally accepted technical measures to provide acceptable service levels to all customers will be used by Comcell, such as application-neutral bandwidth allocation, as well as measures to address service attacks, illegal content and other harmful activities to protect network integrity and reliability.

10. **DISPUTE RESOLUTION WITH COMCELL BY BINDING ARBITRATION.** PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our offices. **In the unlikely event that we are unable to resolve a complaint you may have to your satisfaction (or if Comcell has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration instead of in courts of general jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.**

**Arbitration Agreement.**

- a. Comcell and you agree to arbitrate **all disputes and claims** between you and Comcell arising in any way out of the Services. This agreement to arbitrate is intended to be broadly interpreted.

References to "Comcell" in this Arbitration Agreement shall also apply to Comcell's employees, contractors, agents or predecessors- or successors- in-interest or assigns.

- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Comcell should be sent as directed in Paragraph 16. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. If Comcell and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Comcell may commence an arbitration proceeding.
- c. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Comcell and you agree otherwise, any arbitration hearings will take place in **Wichita County, Texas**.
- d. **YOU AND COMCELL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Comcell agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

11. **Operational Limits/Force Majeure.** Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that Comcell is not liable for such interruptions. You further understand and agree that Comcell has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of Comcell. In addition, Comcell is not liable for any failure of performance due to any cause beyond its reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil or military authority, or suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

## 12. **DISCLAIMER OF WARRANTIES.**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMCELL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. COMCELL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, OR (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (FOR EXAMPLE BUT WITHOUT LIMITATION, COMCELL DOES NOT WARRANT THAT YOU WILL ALWAYS RECEIVE EMAILS ADDRESSED TO YOU).
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMCELL OR THROUGH OR FROM COMCELL'S WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

13. **LIMITATION OF LIABILITY.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER COMCELL NOR ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMCELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM; (a) THE USE OR THE INABILITY TO USE THE SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THROUGH THE SERVICE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE; (f) ANY OTHER MATTER RELATING

TO THE SERVICE; AND/OR (g) BATTERY BACKUP. ADDITIONALLY, COMCELL'S MAXIMUM LIABILITY AND YOUR SOLE REMEDY FOR ANY DEFECT IN OR FAILURE OF THE SERVICES IS THE AMOUNT OF ONE MONTH'S FEE FOR THE SERVICES.

14. **Indemnity.** You agree to indemnify Comcell and its affiliates, employees, contractors, agents, and licensors from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.

Additionally, you agree to indemnify Comcell and its affiliates, employees, contractors, agents, and licensors from and against any and all claims stemming from usage of the Services through your account whether or not such usage is authorized by you.

15. **General.**

- a. Entire Agreement; Additional Terms. This Agreement, any other policies or guidelines referenced herein constitutes the entire agreement between Comcell and you with respect to the Services. This Agreement supersedes any prior agreement between you and Comcell with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Comcell or third party services.
- b. No Implied Waiver. The failure of Comcell to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.
- c. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.
- d. No Implied Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.
- e. Statute of Limitations. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filled within one year after such claim or cause of action arose or be forever barred.
- f. Assignment. We can assign all or part of our rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without our prior written consent.
- g. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard for such State's conflicts of law rules. Any disputes arising out of this Agreement shall be initiated and brought as required in Paragraph 10, but to the extent any such disputes are instead brought in a court, exclusive jurisdiction and venue for such disputes will be the in the appropriate state or federal court located in Wichita County, Texas.
- h. Survival. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, will survive the termination, cancellation or expiration of the Agreement, including, but not limited to those in Paragraphs 6, 8, 10, 11, 12, 13, 14, 15, 16.

16. **Notices.** All notices to Comcell under this Agreement, including any "Notice" under Paragraph 10, shall only be effective if in writing, and, unless otherwise provided, delivered via certified mail, return receipt requested, to the following address:

Comcell, Inc. Attention: General Manager P.O. Box 130 Windthorst, Texas 76389
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We reserve the right to deliver notices to you in any way we deem appropriate including via your account portal, your account email address or any other email address you provide, posting online on our website, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or U.S. mail. However, we will endeavor to send any formal notices (for example, a "Notice" under Paragraph 10) to you via U.S. mail to your billing address on file.





