

## TERMS AND CONDITIONS OF SERVICE

By signing this Service Agreement ("Agreement"), the customer identified on the signature line ("Customer") agrees to the following terms and conditions of service.

Services: Cimarron Telephone Company, L.L.C. and its affiliates ("Company") will provide to Customer video and internet access services as requested by Customer ("Services") and any necessary Equipment (as defined in the section titled Equipment). Company also offers telephone services, but those are provided under tariff and are not governed by this Agreement.

Term: There is no required term for Service. Customer may cancel Service by notifying Company. A termination charge may apply as set forth in the section titled Cancellation Policy; Termination Charge.

Rates: Company bills services monthly. Rates do not include government taxes or other fees. Company may change rates on thirty days prior notice to Customer.

Billing and Payment for Services: Company shall bill monthly recurring charges in advance and non-recurring charges in arrears. Payment shall be due and payable by the due date listed on the bill. Company will charge Customer the lesser of \$25 or the highest amount allowed by law for any payment tendered by Customer and returned unpaid by a financial institution for any reason.

Billing Disputes: Billing or service questions or complaints should be referred to Company's customer service department. Discrepancies must be reported within 20 days of the date of the bill to allow necessary adjustments before the next bill cycle. If a portion of Customer's bill is incorrect or disputed, that amount only may be deducted from Customer's payment and Customer must provide written notice of the deduction to: Cimarron Telephone, ATTN: Bill Disputes, P.O. Box 160, Mannford, OK 74044. All other charges must be paid to avoid service interruption.

Installation Fees: Company's standard installation fees are as follows: (i) \$185 for cable and internet services; (ii) in communities where Company offers only cable services, Company's hourly rates; and (iii) \$22.25 for telephone services. Standard installations include wiring and connecting up to three pieces of Equipment; additional Equipment may be installed at Company's hourly rates. Company's hourly rates are \$75 per hour, billed in thirty-minute increments. Nonstandard installations (*i.e.*, runs taking over 30 minutes for reasons outside the installer's control) are billed at Company's hourly rates. Company will not charge installation fees if Customer moves within Company's service territory a single time while this Agreement is in effect. Company may charge installation fees for subsequent moves within the service territory.

Deposits: Company may require Customer to make a deposit before activating Services or providing Equipment. In determining whether to require a deposit, Company may obtain credit scores from third parties. More information on Company's deposit policy can be found at [www.cimtel.net](http://www.cimtel.net) or by calling (918) 865-3311. Except as otherwise provided by law, Company will not pay interest on deposits. Upon determination of satisfactory payment history, or as required by law, Company may refund deposits through bill credits. Deposits may be applied to any charges due and payable by Customer under this Agreement. After the termination of this Agreement and return to Company of any Equipment, Company will return any remaining balance of Customer's deposit after payment in full of all charges or fees.

Credit Card Authorization: Customer may be required to provide Company with a valid credit card to activate Services. Customer authorizes Company to charge or place a hold on the credit card with respect to (i) any unpaid charges related to Services; (ii) any Equipment not returned upon cancellation or termination of Services; and (iii) any Equipment returned damaged. Customer authorizes the credit card issuer to pay any amounts described herein without requiring a signed receipt.

Customer agrees to maintain current credit card information with Company at all times and notify Company any time the information on file becomes invalid for any reason, including but not limited to when the credit card number or the expiration date changes. Customer is responsible for maintaining and updating credit card information with Company.

Late Fees: Payment not received by the due date listed on the bill shall be deemed late. Late fees and interest charges may apply to any late payment.

**Equipment:** "Equipment" shall include set-top boxes, remote controls, modems, residential gateways, and any other equipment necessary to utilize the Services. **Ownership of all Equipment shall at all times remain with Company. Customer is solely responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost, or stolen while in Customer's possession, Customer is responsible and must pay Company for the cost of repair or replacement regardless of the cause, including any Force Majeure Event.** Upon any cancellation of Services or termination of this Agreement, all Equipment must be returned to Company in normal working condition within 10 business days. Customer agrees to return Equipment in one of the following ways: 1) contact Company to arrange for a Company representative to pick up the Equipment at Customer's premises within 1 business day; 2) bring the Equipment to Company's office located at 101 Cimarron St., Mannford, Oklahoma; or 3) contact Company to arrange for Equipment to be shipped via United States Postal Service.

If Equipment is not returned within 10 business days of cancellation or termination of Services or this Agreement or if Equipment is returned damaged, Company may choose any combination of the following remedies without limiting any remedies otherwise available in this Agreement or by law: 1) apply Customer's deposit to the balance of Customer's account; 2) charge Customer's credit card for the unreturned or damaged Equipment according to the chart below; 3) report the incident to an accredited credit bureau; or 4) terminate any other services Company is then providing to Customer.

| <u>Equipment</u>                  | <u>Price</u> |
|-----------------------------------|--------------|
| Set-top-box and remote control    | \$ 250       |
| Modem/Residential Gateway         | \$ 125       |
| Wireless VAP (video access point) | \$ 125       |

Customer agrees not to alter, misuse, repair, or tamper with any Equipment in any way, including but not limited to attempting to replace backup batteries in any Equipment other than remote controls.

By initialing below, Customer acknowledges that Customer has read and understands this section, and Company acknowledges that a Company representative has discussed this section and answered any Customer questions.

Customer \_\_\_\_\_ Company representative \_\_\_\_\_

**Installation/Right of Entry:** Customer grants Company a permanent easement and right to enter and use Customer's property to construct, install, maintain, upgrade, inspect, repair, or disconnect all wiring, Equipment, and facilities used to provide Services. All wiring (other than inside wiring), Equipment, and facilities shall remain the property of Company and Company's rights shall survive termination of this Agreement. If Customer does not own the property, Customer represents and warrants that Customer has obtained the consent of the property owner for Company and its agents and contractors to enter the property for the purposes described above. Customer agrees to indemnify and hold the Company and its agents and contractors harmless from and against any claims of the property owner arising out of Company's entry or performance under this Agreement.

**Upgrades:** Company reserves the right, at its sole expense, to upgrade its service-delivery platform and exchange any Equipment required for continuation of Services. Company will not require an installation fee or any additional deposit with respect to any upgrade. If possible, Company will notify Customer in advance of any planned service upgrades that could result in service interruptions.

**Cancellation Policy; Termination Charge:** If either (i) Company waived Customer's installation charge and Customer cancels Service within six months after installation, or (ii) Company terminates this Agreement under the section titled **Termination and Suspension of Services**, then a termination charge shall be due and payable in addition to any previously billed but unpaid charges. The termination charge shall be an amount equal to the waived installation fees. The termination charge is not a penalty; rather, it reimburses company for the waived installation charges that Company must pay under its FCC tariff.

**Termination and Suspension of Services:** Customer's Services may include both regulated and non-regulated services. Company may suspend any or all Services or terminate this Agreement and any or all Services if Customer: (i) breaches any provision of this Agreement; (ii) violates Company policies related to Services, including but not limited to Company's Acceptable Use Policy available at [www.cimtel.net](http://www.cimtel.net); (iii) fails to pay for Services as provided in this Agreement; or (iv) has provided false or materially misleading information.

To reconnect Services after a suspension of Services, Customer must make all payments, including but not limited to reconnection fees, late fees, and interest charges. In addition, Company may require Customer to submit a deposit according to Company's deposit policy or submit a credit card authorization. Company's reconnection fees are (i) \$17.00 for telephone Service; (ii) \$25 for TV Services; and (iii) \$25 for internet Services.

Company may take collection action for any unpaid fees. Customer agrees to reimburse Company for fees paid to any collection agency, and any other costs and expenses, including reasonable attorneys' fees, incurred by Company in collection efforts.

Company may terminate this Agreement at any time without notice if Company ceases to serve Customer's area or if a change in the law affects Company's ability to provide the Services. Company will make commercially reasonable efforts to provide prior notice of a termination.

Changes to Terms and Conditions: Company reserves the right to change any of the terms and conditions in this Agreement by giving written notice to Customer. The rates may change as provided in the section titled Rates. Customer's continued use of the Services following notice constitutes Customer's acceptance of those changes.

Service Interruptions: Service may be temporarily interrupted or otherwise limited for a variety of reasons beyond Company's control. If Services are interrupted for a continuous period in excess of twenty-four hours due to a cause outside Customer's control, Company will issue Customer, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the affected Service for the time period the Service was unavailable beyond the twenty-four hour period. Company reserves the right to refuse credit allowances if Customer is in default of this Agreement. Company assumes no liability for any substitution, discontinuance, or modification of any programming. Company reserves the right to modify or discontinue the Services (or any function or feature of the Services) without liability. Billing will be adjusted to reflect any changes.

Parental Control: Parental control features are available for use with the video Service to block or "lock-out" certain video programming channels. Information on enabling parental controls is available at [www.cimtel.net](http://www.cimtel.net).

Restrictions: The Service shall only be provided to Customer at the address where Company's installation is performed. Customer may not transfer Customer's rights or obligations under this Agreement to any successor tenant or occupant or to any other address without Company's prior written consent. Customer may not order or request Pay-Per-View ("PPV"), digital music, or any other video Service for receipt, exhibition or taping in a commercial establishment unless expressly agreed to in a separate writing executed by Company. Customer may not exhibit or assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by written agreement with an authorized program provider. If Customer fails to abide by this restriction, Customer accepts liability for and agrees to indemnify and hold Company harmless for any and all claims made against Company on account of the exhibition or taping.

Theft of Service: The receipt of Services without Company's authorization is a crime. Customer understands that the law prohibits: 1) theft or unauthorized reception of cable programming; 2) assisting theft or unauthorized reception of cable programming (including the manufacturing or sale of equipment intended for unauthorized use); and 3) willful damage, alteration or destruction of Equipment. Customer can be subject to both civil and criminal penalties for such conduct. Customer shall not intercept, receive, share or assist in the interception, receipt, or sharing of any Service offered by Company without the prior written authorization of Company. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from Company.

Telephone Terms of Service: Company terms and conditions for telephone Service can be found in Company's tariff on file with the Oklahoma Corporation Commission. A copy of the tariff can be found at [www.cimtel.net](http://www.cimtel.net). With respect to telephone Service, the terms and conditions in the tariff shall govern over any conflicting terms and conditions in this Agreement.

Additional Policies and Disclosures: Customer acknowledges receipt of Company's Privacy Policy, Acceptable Use Policy, and Broadband Internet Service Disclosures, all of which can be at [www.cimtel.net](http://www.cimtel.net) or may be requested by calling (918) 865-3311.

Software License: Company grants to you a limited, nonexclusive, nontransferable and non-assignable license to install and use any of Company's owned or licensed software provided as part of the Services or Equipment (collectively, the "Licensed Software") in connection with and only in connection with Customer's use of the Services.

Company may modify the Licensed Software at any time, for any reason, and without providing notice of such modification. The Licensed Software constitutes confidential and proprietary information and contains trade secrets and intellectual property protected by law. All right, title, and interest in and to the Licensed Software, including associated intellectual property rights, shall remain with Company and its licensors. Customer agrees to comply with the terms and conditions of all end user software license agreements accompanying any Licensed Software. Customer shall in no event translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Software or any part thereof. All of Customer's rights to use the Licensed Software terminate upon expiration or termination of this Agreement.

**DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY:** COMPANY'S SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES, OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT INTERNET SERVICE WILL OPERATE AT A PARTICULAR SPEED.

**Indemnification:** Customer agrees to indemnify and hold Company, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including, without limitation, those arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any property and including reasonable attorneys' fees, made by any party against Company, its parents, subsidiaries, members, affiliates or any of their respective owners, directors, officers, agents or employees arising out of or related to Customer's use of or inability to use the Services, Customer's connection to the Services, the provisioning or alleged failure to provide the Services, or Customer's violation of any provision of this Agreement.

**Miscellaneous:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and replaces any prior understandings. If any portion of this Agreement is held to be unenforceable, the remaining provisions shall remain in effect. Nothing in this Agreement shall be construed to limit any rights or remedies available at law or in equity. Failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Customer may not assign or transfer this Agreement or the Services. Company will not be in breach or liable for any delay or failure in its performance under this Agreement to the extent performance is affected by a Force Majeure Event. "Force Majeure Event" means any act or event that is beyond Company's reasonable control including, without limitation, acts of God, theft, vandalism, cable cuts or other actions by third parties, fires, explosions, failures of suppliers, actions of governmental authorities, loss of a right to use intellectual property or a determination that provision or use of the Services infringes or may infringe the intellectual property rights of a third party, and changes in law.

Customer Name: \_\_\_\_\_ Customer Signature: \_\_\_\_\_

Service Address: \_\_\_\_\_ City, State, & Zip: \_\_\_\_\_  
10 digit telephone number to which Customer is adding Services: \_\_\_\_\_ Acct #: \_\_\_\_\_