

Santa Rosa Communications Service and Equipment Terms of Use Agreement

The customer (undersigned) acknowledges requesting Santa Rosa Communications (SRC) residential/business service. By signing below, the customer accepts the terms and conditions of purchased service(s) stated in this agreement.

Agreement Term:

Service shall be provided upon the signature of this agreement. SRC at its sole discretion reserves the right to change rates and programming without notice; however, customers with phone service will receive prior notice for any phone rate increases. New rates are effective at the beginning of the next billing cycle. All services automatically renew on a month-to-month basis after initial term unless SRC is otherwise notified. Some restrictions apply. Prices subject to change.

If service is disconnected before completing the agreement term the customer agrees to pay an early termination fee of \$100 for residential services or the remaining value of the contract for all other services. Month-to-month terms are excluded. Exceptions for early termination may be allowed solely at the discretion of SRC.

Equipment and Ownership:

This document will acknowledge that the access equipment is property of SRC. Equipment should not be removed from the listed location without notifying SRC. The equipment and any replacement thereof shall, always, be the sole and exclusive property of SRC, and I shall have no rights or interest of any kind therein except only the right of use pursuant hereto and must be returned to SRC upon cancellation of my account. SRC will provide warranty for the equipment against workmanship and material defect during the initial 1-year period. In the event the equipment is damaged due to theft, malicious mischief, vandalism, lightning or other Act of God, or any other non-related equipment fault, the customer's account will be charged the replacement cost at the time of failure. The technology within the equipment is proprietary and will only work on SRC network at the designated location.

Installation and Repair Fees:

Standard installation charges will be applied.

\$85.00 1st hour of labor
\$30.00 per each additional half hour of labor
\$5.00 per Jack
\$0.10 per foot of wire

Standard installation charge is waived on up to 3 connects (upon approval).

Extraordinary (advanced) installation (in the attic or crawl space) is an additional flat fee of \$135.00 and will not be waived.

Billing & Payment:

Customer is responsible for timely payment of all charges for facilities and services furnished by SRC, including charges for services originated or accepted at the premises. The customer shall pay all charges for monthly service in advance. For service started or ended during a month, Customer will be responsible for paying the cost of the Service incurred on a prorated basis. The customer agrees to pay all applicable federal, state, local sales, use and excise taxes and fees calculated on each monthly statement in accordance with the law. Bills are due and payable upon receipt and are considered delinquent after the 16th day of bill issuance. If your bill has not been paid within the 16 days allowed for payment, a suspension or disconnect notice will be sent to you. If payment is not received by the Final Date for Payment, your service will be subject to disconnection without further notice. SRC terms and conditions for billing, payment and collection, including without limitation, any late payment charge, that may be specified in SRC's local service tariff shall apply to all charges.

Notices may be issued by email, posting online at www.srcaccess.net, bill insert, regular mail or by calling your billed telephone number. Please ensure you have supplied SRC with all requested contact information. It is your responsibility to check for such notices.

SRC offers both electronic invoices and paper invoices. Paper invoices may require an additional charge.

This document will acknowledge that the first month billing will be higher due to partial monthly charges. Customer will be billed from the date connected to the end of that month and the next full current month.

SRC does offer automatic draft payments to automatically deduct from your checking or credit card on the 10th of each month. A separate authorization form must be filled out to be signed up for automatic draft.

Customers may create an online account to manage invoice delivery options and payments. Once an online account is created customers can view usage and invoices, pay their bill or even enroll in automatic draft.

Checks returned for insufficient funds or non-existent accounts are subject to a \$25.00 return check charge. Customer must notify SRC of any disputed amounts. A reconnect fee, plus all current billing, must be paid to reestablish an account, which has been disconnected for nonpayment.

Property Access:

The undersigned hereby agrees to grant unto SRC the right to excavate, install, replace, maintain and use a strip of land not to exceed three feet (3') in width of the property owned or managed by the undersigned, for the purpose of laying, maintaining and operating any wires or cable for telephone, internet or IPTV services. If customer does not own the property, an Access Form, signed by the owner or manager will be required to grant SRC the above stated access.

The customer agrees to save SRC harmless from any and all claims, demands, actions, liabilities, claimed on account of, or in any manner predicated upon loss of or damage to property whatsoever, in any manner caused or contributed to by the employee, while in, upon or about the property site on which the property is located and the property itself, or while going to or departing from such areas; and to save SRC harmless from and on account of damages of any kind which may suffer as the result of the acts of the employee while in or about the said property. Customer will be responsible for locating all water, gas, electrical, sprinkler, sewer lines, and any other items underground on my property prior to installation of cable facilities to my premises.

Termination:

All sums and charges then due and payable at time of termination shall become immediately due and payable to SRC. SRC may refuse or terminate service to customer for nonpayment of bills, violation or noncompliance with any provision of law, federal or state regulations, and for excessive or improper use of service. If the service is disconnected for any reason all equipment must be returned within 20 days of disconnection or pay equipment cost for all equipment. Any unreturned equipment cost will be automatically charged to your account and/or credit or debit card authorized on account. All equipment is the property of SRC.

Liability:

SRC assumes no liability associated with the use of our service, equipment, or the installation process. This includes but is not limited to; attached customer owned equipment. SRC is not responsible for damage to customer owned equipment caused by acts of God, including, but not limited to; damage caused by lightning and/or electrical power surges. SRC assumes no liability or responsibility for the operation, maintenance or repair of the customer's television set, computer or other peripheral equipment. (Computers and/or televisions or any other customer owned equipment is not covered under inside wire protection or any other SRC Agreement.) The customer releases SRC from all liability or cost of repairs, if the customer's equipment breaks or fails to work during installation or a service call, while the service technician is exercising reasonable care. In no event, shall SRC be responsible for incidental damages. SRC's liability shall be limited to the cost of services provided. SRC and customer agree to submit any unsatisfied complaints or bona fide disputes to arbitration or mediation prior to filing any lawsuit. Venue shall be in Wilbarger County, Texas. SRC reserves the right to refuse any entity communication services.

Indemnification:

SRC, its affiliates, and each of their respective owners, directors, employees, and officers will not be responsible for any third-party claims against SRC that arise from Customer's use of the Service. Customer further agrees to defend SRC against any such claims and to pay, without limitation, all litigation costs, reasonable attorneys' fees and court costs, settlement payments, and any other damages awarded or resulting from any such claims.

CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI):

Under federal law, you have the right, and SRC has the duty to protect the confidentiality of information about your telecommunications services. Your customer information includes the types of services and features you use, how you use these services and related billing for these services.

Without further authorization from you, SRC is allowed to use your customer information about services you have already purchased from SRC to create products, services and discounts to meet your needs or to advise you of products that may be of interest to you. SRC's services include local and in-region toll.

If you wish to restrict SRC from using or disclosing your customer information, you may contact our office at (888) 886-2217 or write to us at PO Box 2128, Vernon, TX 76385, at any time. If we do not receive notification from you within 30 days of receiving this notice, we may use your information to offer you products and services that you may find valuable based on your existing services. You may change your decision at any time, and there is no charge to you for electing to restrict your information. Restricting your information will not affect the products or service you currently receive from SRC.

Even if you choose to restrict SRC's use of your information, you may receive marketing information developed without using your confidential information, and we may use your information to market services to you if you call us. Your election is valid until you affirmatively revoke or limit it. You are free to contact us at any time about our products and services.

Anti-Discrimination Policy

SRC services are provided without discrimination as to a customer's race, color, sex, nationality, religion, marital status, income level, source of income, or from unreasonable discrimination on the basis of geographic location.

Copyright Infringement/Repeat Infringer Policy:

SRC respects the intellectual property rights of third parties. Accordingly, you may not store any material or use SRC's network, systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of SRC to suspend or terminate, in appropriate circumstances, the service provided to any user or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights.

In addition, SRC expressly reserves the right to suspend, terminate or take other interim action regarding the service of any user or account holder if SRC, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights SRC may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the service in a manner that is not authorized by the copyright owner, its agent or the law, you may contact our Designated Agent as follows:

Marjorie Spivak
Womble Bond Dickinson
1200 Nineteenth Street, NW
Suite 500
Washington, DC 20036
Phone: 202-857-4538
Email: marjorie.spivak@wbd-us.com

DMCA Copyright Notifications: SRC will process notifications of claimed infringement under the DMCA, as long as such notifications are in writing and provided to the designated agent, and substantially comply with the requirements of the DMCA. Upon receipt of such written notification from the complaining party, SRC will remove or disable access to the material that is claimed to be infringing. In accordance with the DMCA, SRC will take reasonable steps to forward the written notification to the allegedly infringing subscriber to notify the subscriber that SRC has removed or disabled access to the material.

DMCA Counter Notifications: If a notification of claimed infringement has been filed against you, you can file a written counter notification with SRC's designated agent (listed above). All counter notifications must substantially comply with the requirements of the DMCA. Upon receipt of an appropriate written counter notification from the subscriber, SRC will provide a copy to the complaining person informing them that SRC will replace the removed material or cease disabling access to it in 10 business days, unless SRC's designated agent receives notice from that person of the filing of an action seeking a court order to restrain the subscriber from engaging in the infringing activity relating to the material on SRC's system or network.

Subscriber Contact Information: Any notifications sent by SRC to subscribers will be in writing and sent by e-mail to the subscriber's email address of record or sent to the subscriber's mailing address of record. Subscribers are responsible to promptly provide notification to SRC of any change in contact information.

SRC may, but is not required to, monitor your compliance, or the compliance of other subscribers, with these Terms of Service. You acknowledge that SRC shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the network, including but not limited to content that violates the law.

TERMS OF USE APPLICABLE TO INTERNET SERVICE:

This document will acknowledge that local conditions, such as the condition of wiring inside customer's home or business, the user's distance from SRC's equipment, user's device configuration, other internet traffic, and set server speed of websites accessed will affect the performance of my internet connection. SRC cannot guarantee specific speeds. We strive to provision lines up to the maximum speed required to support subscribed service, but actual speeds will vary. SRC reserves the right to limit bandwidth utilization and the size of incoming and outgoing emails pursuant to its acceptable use policy.

Customer acknowledges and agrees that there are limited technical means available to provide privacy and security on the Internet. SRC will not intentionally disclose the contents of private files to third parties without Customer's written permission or a court order or subpoena. However, SRC reserves the right to inspect electronic mail if necessary to debug electronic mail software or to reroute electronic mail that has been misaddressed or misrouted. System administration tasks may also expose the contents of Customer's files to SRC personnel. For its part, Customer recognizes that there are unscrupulous people who know how to circumvent system security. Accordingly, Customer agrees to guard its password carefully, move private and important files to its own system if possible, and will not send by electronic mail or keep online anything that it does not want read.

SRC will cooperate with law enforcement officials and with other system administrators in the legitimate investigation of suspicious activity. Intentional violations of privacy of other users by Customer, whether on the SRC system or at another site, will be grounds for immediate termination of Customer's Service and may make Customer subject to civil or criminal penalties.

SRC reserves the right to immediately terminate service of any customer who jeopardizes the efficiency of the system by sending unsolicited commercial e-mail or any form of abuse.

Customer acknowledges that by its nature, use of the Internet means that certain information about Customer and its activities will be visible to other users through well-known system commands. Accordingly, such information will be treated as public information. This includes Customer's name, the fact that Customer has an account, when and for how long Customer is logged in, and the commands Customer runs.

SRC by providing the Service does not control or edit the content of any material placed on the Internet by its subscribers or any third parties, nor does it in any way control, limit or edit the material or its content which Customer may access or become exposed to on the Internet. Customer is solely responsible for any information which it places on the Internet, which it accesses on the Internet or which it uses through the Service; in particular, Customer is solely responsible for the legality of any such information or the access or use thereof. Some information accessible on the Internet may be offensive either because of its content (including sexually explicit material), or the language used in expressing ideas. Customer is solely responsible for choosing to read or view any material it accesses on the Internet. SRC expressly disclaims any and all liability from all claims for damages arising out of, or claimed to arise out of, encountering any such material.

The Service may only be used for lawful purposes. Some material available on the Internet may be copyrighted or constitute a trade secret, and some material may have been placed on the Internet in violation of U.S. or other copyright laws. Customer is solely responsible for determining the legal status of any intellectual property it uses or duplicates using the Service. Traffic in access codes, credit card numbers or similar information is unlawful. Any use by Customer of the Service for unlawful purposes will constitute grounds for SRC to discontinue Customer's Service.

All use of the Service must conform to the restrictions associated with Customer's account and as set forth herein. SRC reserves the right to terminate the Service if Customer violates such restrictions.

The sharing of passwords or accounts is strictly prohibited, and violators are subject to the cancellation of such Customer's Service without prior notice. The resale of the Service or any other associated services by any and all means is restricted unless approved in advance in writing by SRC.

Customer is responsible for all actions it takes or causes to be taken in connection with its use of the Service. As a condition of the Service, Customer agrees to indemnify and hold harmless SRC and their respective officers, board members, employees, agents, and member owners from any claim or cause of action by Customer or any third party for any damages arising out of, or claimed to arise out of, Customer's use of its account, or the use of such account by any person whatsoever, to access the Internet or any information thereon.

Customer may cancel its Service at any time, early termination fee may apply. Customer will be responsible for paying the cost of the Service incurred on a prorated basis. SRC may terminate the Service at any time upon any violation by Customer of any of the terms and conditions contained herein.

The Internet may contain viruses, which if not eliminated, may destroy parts or all of the data contained in your computer. SRC has no control over the existence or elimination of any such viruses. It is the customer's sole responsibility to provide its own mechanism for checking its computer system for viruses obtained through the Service. Further, Customer agrees not to introduce any virus onto the Internet system or SRC' hosts. Further Customer will hold SRC harmless from, and indemnify SRC for, any damages.

TERMS OF USE APPLICABLE TO IPTV (TELEVISION) SERVICE:

SRC will provide to the customer HD set-top-box(es) (equipment) as required for services requested by the Customer. Customers will be charged monthly for Santa Rosa Communications IPTV depending on the number of set-top-boxes and channel package requested. Prices subject to change. Limited to availability, some restrictions apply.

The customer is advised that there is a fee for the viewing of content on Pay-Per-View channels. The customer is advised that they are responsible for all charges incurred as a result of the viewing of Pay-Per-View shows and events. If a customer would like information on blocking Pay-Per-View, they may contact the business office during regular business hours. SRC provides its customers access to broadcast programming. SRC is not responsible and has no control over the content of programming that broadcasters choose to present. SRC will use its best efforts to provide blocking on channels upon customer request. SRC will assume no liability to customers should blocking fail due to technical limitations, failures of systems or failures of software.

TERMS OF USE APPLICABLE TO TELEPHONE & LONG DISTANCE SERVICES:

SRC service will be provided for any new residential or business customers or any existing customer requesting new SRC telephone service. Service includes unlimited local calling and tone dial service. All dial around or any toll charges, Operator and Directory Assistance charges will be the responsibility of the customer at tariff rates. Customer acknowledges that this agreement is subject to all applicable federal and state laws, rules and regulations, and SRC published rates. Rate and Service information is available at our office in Vernon, Texas. Rates are subject to change at any time. Customers will receive prior notice for any rate increases.

Customers may subscribe to SRC 48 States Long Distance Plan through SRC. SRC Long Distance plans apply only to domestic direct-dialed calls. Not included in any SRC Long Distance Plan are; Calling Card calls, Collect calls, Operator assisted calls, Third number calls, Directory Assistance and International Long Distance. Calls not included within a plan will be billed at tariff rates located in the SRC tariff.

SRC Long Distance cannot be used for long distance access to the Internet or data services including but not limited to incoming 800 calls, 900 or 976 numbers. Other restrictions may apply. Excessive use will result in removal from the SRC 48 States Unlimited Plan.

Billing is month-to-month, and rates are subject to change. Call record details may be billed as bulk, blocked or otherwise unavailable for billing.

LETTER OF AGENCY

By signing below, customer is authorizing SRC to become my new telecommunications carrier, for the provision of each of the services listed below, as of this date. This agreement will acknowledge that there is no charge to change my preferred carrier(s). If the customer may wish to return to my current preferred carrier(s), customer may be required to pay a reconnection charge. This document will also acknowledge that the new preferred carrier(s) may have different calling areas, rates and charges than my current preferred carrier(s), and that by signing below the customer will indicate that the customer understand these differences (if any) and am willing to be billed accordingly. The customer will authorize SRC to act as my agent for the preferred carrier change(s).

Phone Number: 940-938-7049

Local Telephone Service: Santa Rosa Communications

IntraLATA/InterLATA Toll Service: Santa Rosa Communications LTD

This document will certify that the customer has read and understand this Letter of Agency; further certify that the customer will be least eighteen years of age, and that authorized to change the preferred carrier(s) for services to the telephone number(s) listed above. By signing this authorization, the customer acknowledges he/she has read and understands and agrees with the terms and conditions specified in this agreement.

PREFERRED CARRIER FREEZE AUTHORIZATION

The customer may request and authorize Santa Rosa Communications to freeze the preferred Carrier on my account on each of the following services as of this date. This document will acknowledge that the customer will not be able to change my carrier selections unless the freeze is lifted. This document will acknowledge there is not a charge to initiate and terminate this service, and that there will be a charge to change carriers.

IntraLATA Toll Service: Santa Rosa Communications LTD

InterLATA Toll Service: Santa Rosa Communications LTD

Backup Power for Phone Service:

For many years, your home phone would allow you to stay connected to emergency voice services during a power outage. However, many of today's advanced home phone services require backup battery power to continue functioning during an outage. To avoid a disruption of home voice service during an outage – and to maintain the ability to connect to 911 emergency services -- SRC offers you the option of purchasing backup power for your home phones.

What Your battery Can - and Can't - Do for You

SRC's backup batteries for telephone allow you to continue to use your home voice services during a power outage. Without a backup battery or alternate backup source such as a generator, customers will not be able to make any calls, including emergency calls to 911. The only way to maintain the ability to use your phone is by using some form of backup power. Our backup battery does not provide power to home security systems, medical monitoring devices, television sets, cordless telephones and/or other equipment.

Expected Backup Power Duration

Backup batteries are expected to last at least 8 hours of normal use. Talk time will be limited and decreases as usage increases. If you feel that is not enough time, you may extend your standby power by purchasing a 24-hour battery or additional 8-hour batteries.

Purchase and Replacement Options

If you are concerned about being able to contact 911 emergency services during a power outage, a backup battery may be a good option for you. You can lease a backup battery directly through SRC. An 8-hour back up battery costs \$5.00 per month and a 24-hour backup battery costs \$15.00 per month. While you are leasing a backup battery from SRC we will replace the battery at no charge to you if it malfunctions due to a defect or normal wear and tear. There could be a trip charge if you choose to take an 8-hour or a 24-hour backup battery after services have been installed that results in a technician coming back to your location.

You can purchase a backup battery out right from SRC. The 8-hour battery is approximately \$135.00, or a 24-hour battery is approximately \$405.00. These batteries come with a 1-year warranty against defects and normal wear and tear. As with the lease option; there could be a trip charge if you request for a technician to install the battery at your location.

If you have any questions or simply want to purchase a backup battery through us, please call 1-888-886-2217, or go to your local office. You can also purchase a backup battery through many of your local retailers or on-line. Any standard backup battery that puts out 120 volts should work with our service.

*Some restrictions apply. Depending on area a backup battery may be provided at no cost. Prices subject to change.

Instructions for Proper Care and Use of Your Battery

These batteries are rechargeable. They will not last forever; life expectancy is 2 to 5 years, or when your device starts to make a loud beeping sound. That sound means that the battery is depleted and must be replaced. Please contact SRC when your battery starts beeping or the "battery fail" light is red or orange so that we can get your battery replaced. If you purchased the backup battery out right, you will need to purchase a new one. See the instructions above for purchase and replacement options. For most batteries, it is ideal to keep them at room temperature. However, some customers have a battery that can function in a more extreme environment, i.e. outside/in garage, these devices should only be moved or modified by SRC. If you purchased your battery, please follow the more detailed instructions included with your battery for proper use, storage and care to ensure that it will function as needed during a power outage. You can also periodically, as described in the instructions included with your battery, remove and test your battery to verify both the operation of the backup battery and its condition. One simple test is to unplug battery from electrical outlet and check your service. If service does not work, then your battery needs to be replaced.

30-day Satisfaction Guarantee:

During the first 30-days of service, if the customer is not completely satisfied, customer may cancel my service and receive a full refund. Refund will be issued only after the return of equipment in good condition. It is the customer's responsibility to return the equipment and to pay for the return shipping charges. If the equipment is not returned within 20 days after cancellation customer will be responsible for the full cost of the equipment.

