

## Service Specific Terms to the Business Service Order and Agreement

### I General

1.1 By physically or electronically signing the Business Service Order and Agreement, the Customer has agreed to be bound by these Service Specific Terms as they apply to the contracted Services provided by NTS and listed in the Business Service Order and Agreement.<sup>1</sup>

1.2 All Telephone Services are subject to, and governed by, all the terms and conditions set forth in the applicable NTS Tariff on file with the respective regulatory authority<sup>2</sup> as well as NTS' Generally Available Terms and Conditions available at [www.ntscom.com](http://www.ntscom.com).

1.3 All Data and Video Services are subject to, and governed by, all the terms and conditions set forth in NTS' Generally Available Terms and Conditions available at [www.ntscom.com](http://www.ntscom.com) and these Service Specific Terms.

1.4 The Contract between NTS and the Customer shall be comprised of the Service Order and Agreement, the NTS Tariff, if the Service includes Telephone Service, NTS' Generally Available Terms and Conditions, and these Service Specific Terms. Service Specific Terms will supersede any conflicting general terms.

1.5 The terms of NTS' General Exchange Tariff, NTS' Generally Available Terms and Conditions, and these Service Specific Terms supersede any prior or contemporaneous proposals, discussions or agreements, written or oral, concerning the Services referenced in the Business Service Order and Agreement.

### II Video Services

#### 2.1 Applicability

The terms and conditions set forth in Article II, shall apply to Customers who receive NTS' Video Services. Video Services shall be defined as those Services that provide Customers with access to multi-channel video programming.

#### 2.2 Payment and Dispute

All undisputed charges are due and payable within thirty (30) days of the invoice date. Customer may dispute any paid invoice within ninety (90) days of the invoice date. Failure to pay or dispute all charges when due shall be grounds for termination by NTS.

#### 2.3 Term

After expiration of the initial term, this Agreement is automatically renewable on a year-to-year basis terminable at any time on ninety (90) days written notice. If Customer terminates the Agreement prior to expiration of the above stated term, Customer agrees to pay on demand as liquidated damages \$199.00.

#### 2.4 Installation

Installation includes connecting CAT5 cable to 1 NTS provided set top boxes at a charge of \$99.00. NTS will connect CAT5 cable to additional devices at a charge of \$100.00 per hour plus the cost of materials.

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<sup>1</sup> "NTS" shall be defined to include NTS Communications, Inc., NTS Telephone Company, LLC, d/b/a NTS of Levelland, and/or PRIDE Network, Inc., d/b/a NTS Communications (for Customers in Texas) and PRIDE Network, Inc., d/b/a NTS of Louisiana (for Customers in Louisiana).

<sup>2</sup> "Regulatory authority" includes the Federal Communications Commission (FCC), the Texas Public Utilities Commission (PUCT), and the Louisiana Public Service Commission (LPSC).

## 2.5 Ownership and Return of Equipment

Customer acknowledges that all NTS installed Equipment shall remain the sole property of NTS. Customer consents and agrees to permit NTS access to Customer's premises for the purpose of retrieval of the Equipment upon termination of the Customer's service. Furthermore, Customer shall not tamper with or alter the Equipment and Customer shall have the duty to protect NTS' Equipment from any damage including but not limited to damage done by pets, insects and/or rodents. In the event the Equipment is altered or damaged, the Customer shall be liable to NTS for the replacement cost of the Equipment. In the event Customer fails to return the set top box/remote control or Network Interface Device (NID) card, customer shall pay a Replacement Fee of \$50 per standard set top box/remote control, \$50 per HD set top box/remote control, \$100 per HD/DVR set top box/remote control, and up to \$1,600 per NID card.

## 2.6 Access to NTS Equipment

The Customer agrees to provide NTS access to the Customer's premises to permit NTS to perform maintenance or repair of the Equipment or retrieve the Equipment. Equipment shall include the fiber optic cable, NID and related hardware installed by NTS for the purpose of providing service to the Customer.

## 2.7 Limitation of Liability

NTS shall not be liable for any consequential, special, or incidental damages whatsoever, including, without limitation, any loss of revenue, good will, or profits or claims by third parties, or otherwise, in connection with or related to the service provided under this Agreement.

## 2.8 Force Majeure

If the performance of the respective obligations of NTS and/or Customer shall be prevented or interfered with by reason of any fire, flood, epidemic, earthquake or any other act of God, explosion, strike or other disputes, riot or civil disturbance, war (whether declared or undeclared), armed conflict, any municipal ordinance or state or federal law, governmental regulation, or order of any court of competent jurisdiction, or other similar forces not within the control of NTS or Customer as the case may be, then Customer and/or NTS, shall not be liable to the other for its failure to perform its obligations under this Agreement.

## 2.9 Assignment

This Agreement shall be binding on upon and inure to the benefit of the parties hereto and their respective successors and assigns. Customer shall not assign, sublet, delegate or transfer any of its rights or obligations hereunder without the prior written consent of NTS.

## 2.10 Notices

All notices required by this Agreement, shall be assumed to have been delivered when actually received, or when addressed to the applicable party at its address set forth below, postage prepaid, and sent via registered or certified mail, return receipt requested. If to NTS, notice shall be sent to NTS Communications, 1220 Broadway, Lubbock, TX 79401, Attn. General Counsel. Notice to Customer shall be sent to the address listed in the Customer Information section of this Agreement.

## 2.11 Disputes

For Texas Customers, any dispute of this agreement shall be governed by the laws of the State of Texas, with venue at Lubbock, Lubbock County, Texas. For Louisiana Customers, any dispute of this agreement shall be governed by the laws of the State of Louisiana, with venue in Hammond, Tangipahoa Parish, Louisiana.

### III Data Services

#### 3.1 Applicability

The terms and conditions set forth in Article III, shall apply to Customers who receive NTS' Data Services. Data Services shall include DSL Services, ADSL Services, Ethernet over Copper (EoC), Commercial Grade Data Services, High Speed Dedicated Internet Service, and Fiber Internet Services.

#### 3.2 Payment and Dispute

All undisputed charges are due and payable within thirty (30) days of the invoice date. Customer may dispute any paid invoice within ninety (90) days of the invoice date. Failure to pay or dispute all charges when due shall be grounds for termination by NTS.

#### 3.2 Term

After expiration of the term listed on the Service Order Agreement, this Agreement is automatically renewable on a year-to-year basis terminable at any time on ninety (90) days written notice. If Customer terminates the Agreement prior to expiration of the above stated term, Customer agrees to pay on demand as liquidated damages 75% of the monthly recurring charges (MRC) for the remaining contract term.

#### 3.4 Installation

Basic installation includes the following: installation of the DSL/T-1/EoC circuit(s) and installation of the Router/Modem/CPE. For DSL and EoC, NTS technicians will install the DSL Router/Modem or Ethernet Access Device (EAD) and will connect an NTS laptop to the DSL/Router/Modem/EAD or access a customer PC for testing and proof of DSL/EoC service. NTS installation of DSL/EoC service shall be complete upon NTS' confirmation of DSL/EoC service to NTS' laptop or customer PC. NTS installation of T-1 service shall be complete upon NTS' confirmation of connectivity to the router. Customer will be solely responsible for operating system or hardware errors that prevent connection to the Internet. Basic Installation does not include configuring customer's computers, networking Ethernet cables, nor any work beyond the NTS installed router/modem/EAD. If these services are needed, your Network Vendor or NTS Professional Network Services must provide them.

#### 3.5 Ownership and Return of Equipment

Customer acknowledges that all NTS installed Equipment shall remain the sole property of NTS. Customer consents and agrees to permit NTS access to Customer's premises for the purpose of retrieval of the Equipment upon termination of the Customer's service. Furthermore, Customer shall not tamper with or alter the Equipment and Customer shall have the duty to protect NTS Equipment from any damage. In the event the Equipment is altered or damaged, the Customer shall be liable to NTS for the replacement cost of the Equipment.

#### 3.6 Access to NTS Equipment

The Customer agrees to provide NTS access to the Customer's premises to permit NTS to perform maintenance or repair of the Equipment or retrieve the Equipment if NTS deems it necessary. Equipment shall include routers, modems, EADs, and related hardware installed by NTS for the purpose of providing service to the Customer.

#### 3.7 DSL/EoC Equipment Insurance

If an NTS supplied DSL Router/Modem or EAD ceases to function properly, NTS will replace the Router/Modem or EAD at no additional charge. Failure to pay the monthly charges will result in immediate termination of NTS' obligation to replace the equipment. Modems not covered by equipment insurance subject to replacement at current cost plus labor. If NTS dispatches a technician and finds no trouble with the NTS equipment, the Customer will be billed the applicable trip and labor charges associated with any work performed.

### 3.8 Force Majeure

If the performance of the respective obligations of NTS and/or Customer shall be prevented or interfered with by reason of any fire, flood, epidemic, earthquake or any other act of God, explosion, strike or other disputes, riot or civil disturbance, war (whether declared or undeclared), armed conflict, any municipal ordinance or state or federal law, governmental regulation, or order of any court of competent jurisdiction, or other similar forces not within the control of NTS or Customer as the case may be, then Customer and/or NTS, shall not be liable to the other for its failure to perform its obligations under this Agreement.

### 3.9 Warranties

NTS warrants that the equipment and technical specifications it uses are suitable for the use intended. NTS MAKES NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any Router/Modems installed by NTS shall carry a 90 day warranty against defects which shall be determined within the sole discretion of NTS.

### 3.10 Limitation of Liability

NTS shall not be liable for any consequential, special, or incidental damages whatsoever, including, without limitation, any loss of revenue, good will, or profits or claims by third parties, or otherwise, in connection with or related to the service provided under this Agreement.

### 3.11 Assignment

This Agreement shall be binding on upon and inure to the benefit of the parties hereto and their respective successors and assigns. Customer shall not assign, sublet, delegate or transfer any of its rights or obligations hereunder without the prior written consent of NTS.

### 3.12 Notices

All notices required by this Agreement, shall be assumed to have been delivered when actually received, or when addressed to the applicable party at its address set forth below, postage prepaid, and sent via registered or certified mail, return receipt requested. If to NTS, notice shall be sent to NTS Communications, 1220 Broadway, Lubbock, TX 79401, Attn. General Counsel. Notice to Customer shall be sent to the address listed in the Customer Information section of this Agreement.

### 3.13 Disputes

For Texas Customers, any dispute of this agreement shall be governed by the laws of the State of Texas, with venue at Lubbock, Lubbock County, Texas. For Louisiana Customers, any dispute of this agreement shall be governed by the laws of the State of Louisiana, with venue in Hammond, Tangipahoa Parish, Louisiana.

## **IV Worry Free Internet Management**

### 4.1 Application

The terms and conditions set forth in Article IV, shall apply to Customers who receive NTS' Worry Free Internet Management Service as described below. These are Customers who have purchased Internet Service from NTS and in connection with that service, the Customer also wishes to purchase Network Equipment Management Services from NTS.

### 4.2 Term

The term of this Agreement shall equal the term of the Customer's underlying Internet Service Agreement. Under no circumstances shall NTS be obligated to provide Network Equipment Management Service if the Customer's Internet Service has expired or been terminated.

#### 4.3 Pricing and Payment Terms

The monthly charge is included in the price of the Customer's Internet Service. Customer may incur additional charges for Management Service as provided in this Agreement.

All undisputed charges are due and payable within thirty (30) days of the invoice date. Customer may dispute any paid invoice within ninety (90) days of the invoice date. Failure to pay or dispute all charges when due shall be grounds for termination by NTS.

#### 4.4 Service

NTS Network Equipment Management Service is designed to ensure that the network device connected to the NTS Internet Service is functioning at optimum capacity.

4.4.1 Engineering Support. Customer shall be eligible for up to one (1) hour of Engineering Support per month. Customer will be billed for any Engineering Support in excess of one (1) hour per month at the NTS Labor Rates specified in section 4.3.

Engineering Support shall consist of the following services:

Software Upgrades. NTS will install Software Upgrades to managed network equipment as required. Software Upgrades are typically required to correct software errors or security vulnerabilities related to software errors, or upgrade device features. Customer is responsible for any costs associated with software licensing of Software Upgrades.

Configuration Changes. NTS will perform Configuration Changes as requested by the Customer to facilitate changes to the Customer's network requirements. These shall include adding IP addresses or changing routing or other network settings of the managed device.

Device Recovery. In the event of hardware failure of a managed device, NTS will restore the configuration from the previous device.

Troubleshooting. NTS will assist with Troubleshooting devices connected to an NTS managed device. Time spent troubleshooting customer devices connected to an NTS managed device will be counted as Engineering Support.

Engineering Support Response Time. A response to all requests for Engineering Support will be provided to the customer within nine (9) business hours. Requests which could affect the Customer's network connectivity will be scheduled with the Customer to minimize the risk of a network outage.

Engineering Support will be provided via remote access to the managed network device by NTS Technicians when possible. However, if it is determined by NTS Technicians that the support must be provided on-site, the Customer will be responsible for any travel time required.

Requesting NTS Engineering Support. Customers will contact the NTS help desk at 1-800-687-5556 or in Lubbock at 788-2999 to request support. The Customer will notify the level 1 technician that they have a Network Equipment Management Agreement with NTS. The technician will gather all pertinent information and provide the Customer a ticket number to track the request. Requests will then be escalated by the level 1 technician to the engineering team to provide customer assistance.

4.4.2 Monitoring. NTS will monitor network device performance using an automated monitoring system. Router Performance shall be evaluated based on the following factors: Reachability of the device from the NTS Core network, Bandwidth Utilization of the NTS provided circuit and Device Statistics including, CPU and Memory Utilization.

4.4.3 Automatic Trouble Ticket Creation. Should this system log an error that requires investigation, a Trouble Ticket will be created to investigate the issue.

4.4.4 Web Interface. NTS will provide the Customer with password controlled access to a web interface where the Customer can view Device Performance Statistics.

4.4.5 Maintenance History. NTS will log all system events and device configuration changes. These logs will be available at the Customer's request.

4.4.6 Nightly Backup. NTS will perform a nightly back-up of the device configurations.

#### 4.6 Limitations and Exclusions

These services are available only to NTS Customer's with a qualifying Network Device who subscribe to NTS data services.

Manufacturer and Model of the device must be approved by NTS prior to NTS providing this service. Currently NTS supports any network device manufactured by Cisco Systems, Inc.

Initial equipment configuration must be performed by an NTS Cisco Certified technician at the NTS Labor Rates specified in section 4.3.

Every Network device connected to the NTS data network must have been configured by NTS to support the Network Equipment Maintenance Service.

If the Customer has a Frame Network provided by NTS, the Customer must have an NTS Network Equipment Maintenance Agreement that covers each Network Device associated with that Frame Network.

In the event of hardware failure due to tampering or abuse by the Customer, the Customer shall be solely responsible to replace hardware which is the property of NTS Communications. Replacement hardware of a different model than the original device will require additional configuration to be billed to the Customer at the NTS Labor Rates specified in section 4.3.

NTS will configure all Managed devices to only allow access to authenticated users.

Any changes made to the Network Device by the Customer or their agents that are corrected by NTS will be charged at the NTS Labor Rates specified in section 4.3.

The Customer acknowledges that NTS is not responsible for the security of their network, or the information contained on their network. NTS performs certain minimum level security configurations within the device during the course of device configuration which are made primarily to prevent the unauthorized entry into NTS' network. These minimum level security configurations shall not be construed as an agreement or an attempt by NTS to provide security services. NTS does not warrant that its minimum level security configurations will prevent any security breaches. NTS will not be responsible for security breaches into the device or any damage or loss caused by such breach. The Customer is solely responsible for maintaining security procedures and necessary equipment to provide any security required by the Customer.

#### 4.7 Termination

NTS may terminate this Agreement for non-payment or abuse of service. Any attempt by the Customer to modify, alter or replace NTS provided equipment will result in immediate termination of NTS' obligation to provide services under this Agreement.

## V Web Hosting

### 5.1 Application

The terms and conditions set forth in Article V, shall apply to Customers who receive NTS' Web Hosting Service

### 5.2 Payment and Disputes

All undisputed charges are due and payable within thirty (30) days of the invoice date. Customer may dispute any paid invoice within ninety (90) days of the invoice date. Failure to pay or dispute all charges when due shall be grounds for termination by NTS.

### 5.3 Term

After expiration of the term listed on the Service Order Agreement, this Agreement is automatically renewable on a year-to-year basis terminable at any time on ninety (90) days written notice. If Customer terminates the Agreement prior to expiration of the above stated term, Customer agrees to pay on demand as liquidated damages 75% of the monthly recurring charges (MRC) for the remaining contract term.

### 5.4 Domain Name Ownership

Customer acknowledges that (a) the person listed as the "Registrant" of the domain name in the public Whois registry is the legal owner of that domain name, (b) the person listed as the "Admin" (or administrative contact) of the domain name in the Whois registry has access to the username and password, which gives such person the ability to change the Whois information, (c) ownership and administration (including registration renewal and billing) of a particular domain name is independent of the ownership and administration of the Customer Account even if the domain name is associated with the Customer Account, (d) it is Customer's sole responsibility, and not the responsibility of NTS, to ensure that the Registrant and Admin information are up-to-date in the Whois registry, and (e) domain names are subject to the standard terms and conditions, as amended from time to time, of the ICANN-accredited domain name registrar and applicable registry, which Customer is bound by at the time Customer registers the domain name(s).

### 5.5 Ownership Disputes

NTS has no responsibility to act as an arbiter, mediator or other authority in the event of a dispute over the ownership of the Customer Account or domain name associated with the Customer Account or any other dispute between Customer and a third party (including Customer's current or former employees, contractors, agents or vendors). NTS may suspend Customer's access to, or place an administrative lock on, the Customer Account and associated domain name(s) pending an investigation into the ownership thereof.

### 5.6 Root Access

As applicable, Customer will provide NTS with continuous root administrative access to all computer servers and other NTS Systems licensed to Customer and under Customer's control as part of the NTS Services. Customer acknowledges that NTS requires such continuous root administrative access to provide the NTS Services, including Technical Support.

### 5.7 Migration Services

If your Business Service Order and Agreement includes certain NTS Services which involve moving Customer data from your former hosting provider to NTS ("Migration Services"), then the Migration Services are also subject to all of the additional following terms:

(a) The Migration Services may be performed by NTS and/or a Third Party Vendor at NTS's sole discretion;

(b) Customer acknowledges that Migration Services require Customer's former hosting provider to provide NTS (and the Third Party Vendor, as applicable) with valid administrative access to permit the migration of Customer Data to NTS Systems, and it is Customer's sole responsibility (not the responsibility of NTS or the Third Party Vendor) to obtain such valid administrative access;

(c) Customer acknowledges that failure to provide NTS (and the Third Party Vendor, as applicable) with valid administrative access from Customer's former hosting provider will result in the inability for NTS (including the Third Party Vendor) to provide, and Customer to use, Migration Services;

(d) Customer represents and warrants that the Customer Data is compliant with the terms of this Agreement and all applicable laws and regulations, and that Customer is the legal owner of the Customer Data or otherwise duly authorized by the legal owner to initiate the migration of the Customer Data to the NTS Systems;

(e) The Migration Services, or other NTS Services, do not include installation or implementation of any custom software, library, database, or service that existed in Customer's previous hosting environment, and it is Customer's sole responsibility (not the responsibility of NTS or the Third Party Vendor) to install and configure any such custom software, library, database once the Migration Services are completed;

(f) NTS, including the Third Party Vendor, is not obligated to make any website, programming, script, content, or data changes to the Customer Data at any time during or after the migration to the NTS Systems;

(g) Any Customer Data migrated to NTS Systems by NTS, including the Third Party Vendor, is migrated "as is" from the former hosting provider, and NTS does not make any warranty of any kind (either express or implied), and hereby expressly disclaims any and all liability, regarding any migrated Customer Data, including (a) the format, quality, readability, configuration, accuracy, completeness, retrievability, functionality or restorability of the Customer Data to its original state prior to the migration, and (b) the functionality, compatibility or reliability of any migrated Customer Data with any NTS Services or NTS Systems, including architecture, firewall, operating systems, software, updates and upgrades thereto;

(h) NTS (including the Third Party Vendor) provides the Migration Services "as is" without warranties of merchantability or fitness for a particular purpose and, except for NTS's gross negligence or willful misconduct, under no circumstances will NTS be liable for (a) any loss of Customer Data, (b) third party fees related to the recovery or restoration of Customer Data, or (c) damage to Customer's servers or Customer Data; and

(i) Customer's use of the Migration Services is at Customer's sole risk and Customer will remain solely responsible (and NTS and the Third Party Vendor will not be responsible) for the content of the Customer Data at all times.

#### 5.8 Data Backup

Unless the Order Form expressly includes NTS's data backup services as part of the NTS Services to be provided, Customer is solely responsible, and NTS is not responsible in any way, for the backup (copy and storage for purposes of retrieval or data loss recovery) of Customer's data or the management of such backup. Customer acknowledges that for any of NTS data backup services, Customer's data is backed up onto NTS Systems "as is" and that NTS's backup services do not include any software, application, or other method for monitoring, remediating, or preventing viruses, malfunctions, corruptions, or other security issues with Customer's data or the backup thereof. It is Customer's sole responsibility, and not the responsibility of NTS, to (a) secure and protect (including encrypt) all of Customer's data which may be backed up through NTS Systems, (b) implement and maintain a disaster recovery plan, including adequate offsite backup commercially reasonable given the nature, scope, and sensitivity of Customer's data, and (c) locally backup all essential data on Customer's own systems independent of NTS (including at Customer's own premises) for purposes requiring data recovery or retrieval. Customer is solely responsible, and NTS is not responsible, for the backup of any of Customer's data which may have resided on NTS Systems at one time but which no longer resides on NTS Systems at the time NTS's backup services, if expressly included in the Order Form, is implemented. NTS expressly disclaims the usability, functionality, or accuracy of Customer's data backed up using NTS' backup services. NTS makes no warranty of any kind (either express or implied) regarding any of NTS' backup services, including (a) the format, readability, configuration, accuracy, completeness, retrievability, functionality or restorability of Customer's data backed up on NTS Systems to its original state, and (b) the functionality, compatibility or reliability of any of NTS's backup services with any firewall or software or updates and upgrades thereto. If expressly included in the Order Form, then NTS provides its backup services "as is" without warranties of merchantability or fitness for a particular purpose. Under no circumstances will NTS



be liable for any loss of Customer's data or for third party fees related to the recovery or restoration of Customer's data. Customer's use of NTS's backup services is at Customer's sole risk.

#### 5.9 Data Security

NTS will use industry standard measures to detect and prevent unauthorized third parties from accessing NTS Systems. Notwithstanding anything to the contrary, Customer acknowledges that NTS does not guarantee, and does not represent or warrant, that the NTS Systems cannot or will not be accessed by unauthorized third parties.

#### 5.10 Data Disclosures

Customer hereby consents to NTS disclosing Customer's data required to be disclosed by any (a) law of the U.S.A., or (b) court order of any jurisdiction in the U.S.A. or other jurisdiction in which either NTS or Customer operates its business. However, if and to the extent allowed by such law or court order, NTS will promptly notify Customer in writing of the legal obligation and, if Customer chooses, Customer may seek protective measures against the requirement at Customer's sole expense and reimburse NTS for any reasonable expenses (including costs for legal advice, staff hours, and disbursements) incurred by NTS in complying with such requirement.

#### 5.11 Cross-Border Data Transfers

Customer acknowledges that NTS Services and Third Party Products may be provided from the U.S.A. or any other country in which NTS, its Affiliates, and its Third Party Vendors maintain their business operations. As such, NTS, its Affiliates, and its Third Party Vendors may transmit, store, access, process, and use (collectively "Process") your data in, to, or from the U.S.A. or any other country in which NTS, its Affiliates, and its Third Party Vendors maintain their business operations. In furtherance of the Agreement and the applicable Order Form, and in connection with the provisioning to Customer of NTS Services and Third Party Products, you acknowledge that your data may not remain in the country such data originated from. You hereby consent to NTS, its Affiliates, and its Third Party Vendors Processing your data in the U.S.A. or any other country in which NTS, its Affiliates, and its Third Party Vendors maintain their business operations. As between NTS and Customer, it is the sole responsibility of Customer, and not the responsibility of NTS, to ensure that Customer's data required to remain in a particular country is restricted to that country. Prior to your submission of an Order Form or use of NTS Services, you will inform NTS in writing of all transfer restrictions or jurisdictional requirements pertaining to Customer's data.

#### 5.12 NTS' Intellectual Property

In no way will any license granted by NTS in this Agreement be an assignment of rights, title, or ownership in any of NTS's Intellectual Property, including any of the NTS Systems, and NTS retains sole and exclusive right, title and ownership in and to all of NTS' intellectual property. As between NTS and Customer, all Internet Protocol addresses provided to Customer by NTS belong exclusively to NTS. Customer acknowledges that Customer has no right to use such Internet Protocol addresses except as permitted by NTS in connection with the NTS Services and in accordance with this Agreement. NTS may change or remove Internet Protocol numbers and addresses at its sole discretion. Except as otherwise expressly permitted in this Agreement Customer may not use NTS's intellectual property without obtaining the prior written consent, in each instance, of NTS. NTS's intellectual property includes any data relating to NTS, the NTS Services, or NTS Systems, including (a) Internet Protocol addresses, Uniform Resource Locators, Web pages and other website data, (b) source codes, digital files, encryption keys, and digital certificates, (c) user identifications, account access, log-in information, and passwords, (d) usage data collected by NTS regarding Customer's use of NTS Services, and (e) all other data owned or controlled by NTS.

#### 5.13 Other Restrictions

Customer will not take any action or use any of NTS' intellectual property in a manner that (a) acquires, or may reasonably acquire, any rights, title, or interest in or to NTS's intellectual property by Customer or a third party, or (b) compromises or diminishes NTS' rights, title, or interest in or to NTS's intellectual property. If Customer does acquire any rights, title, or interest in or to any of NTS's intellectual property, by operation of law or otherwise, then Customer will immediately assign such rights, title, or interest to

NTS at Customer's sole cost. Customer will not, and will not permit any third party, including its resellers, customers or any third party who accesses or uses the NTS Services via Customer or an affiliate of Customer (End Users) , to copy, use, analyze, reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process to any of the NTS Services, NTS Systems, and Third Party Products to ascertain, derive, or appropriate for any reason or purpose the source code or source listings thereof or trade secrets contained therein.

#### 5.14 Resellers, Customers & End Users

Customer is solely responsible, and NTS is not responsible, for the activities of any End User and for the activities of Customer's resellers and customers. Customer will ensure that the use of NTS Services by Customer's resellers, customers, and End Users will not be in contravention this Agreement. If NTS receives complaints about Customer's resellers, customers or End Users (including complaints about infringement of a third party's intellectual property), subject to NTS's rights in this Agreement to suspend NTS Services, NTS may at its sole discretion (a) send a notice directly to the reseller, customer or End User requesting them to cease, remedy, and resolve the matter, or (b) forward the complaint to Customer whereupon Customer will take immediate action to ensure that the matter is resolved to NTS's satisfaction. If the particular activity continues or the complaint is otherwise unresolved, then Customer may be subject to termination or other action as NTS may deem appropriate.

#### 5.15 Disclaimer

Notwithstanding anything to the contrary in this Agreement, NTS (a) makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, completeness, non-infringement, or validity of the NTS Services, NTS Systems, or Third Party Products, and (b) provides all aspects of the NTS Services, NTS Systems, and Third Party Products "as is" and specifically disclaims all warranties of merchantability and fitness for a particular purpose. Customer acknowledges that Customer uses the NTS Services, NTS Systems, and Third Party Products at Customer's sole risk. No verbal advice or written information given by NTS, its employees, licensors or the like, will create a warranty and Customer will not rely on any such advice or information as a warranty.

#### 5.16 Limitation of Liability

Under no circumstances will NTS be liable to you for any consequential, indirect, special, general, incidental, reliance, exemplary, or punitive damages arising out of or relating to this Agreement or the NTS Services, whether foreseeable or not, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including damages for loss of data, goodwill, reputation, business, money, or opportunity), even if NTS has been advised of the possibility of such damages. NTS' aggregate liability to you, if any, arising out of or relating to this Agreement or the NTS Services will not exceed the aggregate amount of Service Fees paid hereunder during the 3 calendar months immediately preceding the event giving rise to the liability. No claim, demand, action, or proceeding (including law suits and administrative proceedings) (collectively "Claim") by Customer against NTS, relating to this Agreement or the NTS Services, will be effective after 1 calendar year (12 calendar months) from the time the event or cause of action comprising the basis of the Claim first occurred regardless of any statutory limitation period allowing for a longer period.

#### 5.17 Indemnification

If NTS, or any Representative of NTS, incurs any loss, liability, damage, penalty, cost, or expense (including reasonable lawyer fees, witness compensation, and court fees) (collectively "Losses") because of any Claim arising out of or in connection with the acts or omissions of Customer or its employee, contractor, or agent which amount to (a) breach of this Agreement, (b) gross negligence or willful misconduct, or (c) alleged or actual violations by Customer of any law, regulation or rule, then Customer will indemnify, reimburse, and compensate NTS and, as applicable, NTS's Representatives, for all Losses, as they accrue and become payable by NTS, and defend, hold harmless, and protect NTS, including NTS's Representatives, from and against all Claims. "Representatives" means, collectively, shareholders, Affiliates, directors, officers, employees, contractors, agents, and advisors, including lawyers, accountants, consultants, financial advisors, bankers, and lenders. In addition, if NTS (including NTS's Representatives) incurs Losses because of any Claim arising out of, or in connection with, the acts or omissions of any of Customer's resellers, customers, or End Users, then Customer will indemnify,

reimburse, and otherwise compensate NTS for all Losses related thereto, as they accrue and become payable by NTS, and defend, hold harmless, and protect NTS from and against all Claims related thereto.

#### 5.18 Abuse of Services

Customer will use the NTS Services, and access the NTS Systems, only in a manner that is legal, lawful, ethical, and generally acceptable in the Internet community. Customer will not engage in, and will ensure that Customer's resellers, customers, and End Users do not engage in, any activity which is, or may reasonably be deemed to (a) contravene applicable laws, including regulations, policies, and rules thereto, (b) create legal liability or other actual or potential material risk or harm to NTS, its Affiliates, NTS's other Customers and end users, or NTS Systems, (c) be a material violation of this Agreement, or (d) be generally considered materially objectionable in the Internet community (any of which is an "Abuse of Services"). Without limiting the generality and scope of the definition of Abuse of Services in this Agreement, Abuse of Services include (i) infringement of a person's intellectual property or other rights, (ii) publishing or transmitting material which is threatening, obscene, or defamatory, (iii) non-compliance with applicable anti-spam legislation, including the U.S. Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 (CAN-SPAM Act), as amended, and Canada's Anti-Spam Legislation (CASL), as amended, (iv) violation of applicable import or export control laws, regulations, and policies, and (v) system or network security violations. System or network security violations include the following: (A) unauthorized access to or use of data, systems or networks, including any attempt to ping, probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network); (B) interference with service to any user, host or network, including mail bombing, flooding, deliberate attempts to overload a system, denial of service attacks, and broadcast attacks; (C) forging any TCP-IP packet header or any part of the header information in an email or a newsgroup posting; (D) creating or sending Internet viruses, worms or Trojan horses; (E) engaging in any other activity which is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the NTS Services and NTS Systems (or any connected network, system, service or equipment) or conduct their business over the Internet. Customer represents and warrants that Customer (or any person employed or contracted by Customer or otherwise acting on Customer's behalf in connection with this AGREEMENT or the NTS Services) is not engaged in any activity which is, or may reasonably be deemed, an Abuse of Services.

#### 5.19 Executive Order 13224

Customer will not use the Enterprise Services, in whole or in part, to do business with any person who has been determined to have committed or supported, or who poses a risk of committing or supporting, acts of terrorism or who otherwise is subject to the prohibitions of Executive Order 13224. Customer represents and warrants that Customer (or any person employed or contracted by Customer or otherwise acting on Customer's behalf in connection with this Agreement or the NTS Services) is not, and has not been designated, (a) a "suspected terrorist" as defined in Executive Order 13224, (b) owned or controlled by a "suspected terrorist" as defined in Executive Order 13224, or (c) a member of, related to, associated with, or controlled by any organizations on the list contained in the Annex to Executive Order 13224 and all amendments thereto.

#### 5.20 Sanctions

Customer will not use the NTS Services, in whole or in part, to do business with any country, person or group sanctioned by the United Nations, U.S.A., or Canada, including those identified by the Office of Foreign Assets Control, as updated from time to time. Customer will not export the NTS Services, in whole or in part, to any country, person or group sanctioned by the United Nations, U.S.A., or Canada. Customer represents and warrants that Customer (or any person employed or contracted by Customer or otherwise acting on Customer's behalf in connection with this Agreement or the NTS Services) is not, and has not been designated, (a) a resident of a country sanctioned by the United Nations, U.S.A., or Canada, or (b) a person or member of a group sanctioned by the United Nations, U.S.A., or Canada. Customer further represents and warrants that Customer (or any person employed or contracted by Customer or otherwise acting on Customer's behalf in connection with this Agreement or the NTS Services) is not engaged in any activity which is, or may reasonably be deemed, in contravention of any of the abovementioned sanctions.

#### 5.21 Suspension

NTS may, at its sole discretion and without prior notice, immediately suspend the NTS Services and Customer's Account if Customer engages in any Abuse of Services as determined by NTS at its sole determination. Upon a suspension of NTS Services, NTS will notify Customer in writing about the suspension. A suspension based on an Abuse of Services may be implemented until the Abuse of Services has been remedied to NTS's sole reasonable satisfaction. Service Fees will continue to accrue during the suspension and Customer will ensure timely payment of all Service Fees due. If you engage in any Abuse of Services, you will be responsible for all costs, including labor and other resources, to remedy any damage done to NTS Systems or attend to complaints received by NTS.

#### 5.22 Revocation of Domain Name

If you purchase a domain through NTS, NTS may exercise its suspension and termination rights in this Agreement against such domain name registration for reasons including (a) your Abuse of Services or other breach of this Agreement, or (b) NTS's receipt of an arbitration award or order from a court of competent jurisdiction instructing the suspension, termination or transfer of ownership of the domain name. You acknowledge that you will not receive any refund whatsoever for any such suspension, termination, transfer, or modification to your domain name registration.

#### 5.23 Termination

NTS may terminate this Agreement or a particular Order Form for convenience upon 30 calendar days' written notice to Customer. NTS may also terminate this Agreement or a particular Order Form for Customer's material breach upon 2 business days' written notice to Customer if such material breach is uncured within such time. Customer acknowledges that (a) termination of this Agreement or the applicable Order Form does not automatically cancel the registration of any of the domain names associated with the Customer Account, and (b) the cancellation or expiration of Customer's domain names associated with the Customer Account does not automatically terminate this Agreement or the other NTS Services. This Agreement, and all Order Forms, will automatically terminate if Customer (a) makes a general assignment for the benefit of Customer's creditors, (b) appoints, or has appointed on its behalf, a receiver, trustee in bankruptcy or similar officer to take charge of all or part of its assets, (c) files, or has a petition filed against Customer, for bankruptcy or is otherwise adjudicated insolvent or bankrupt.

#### 5.24 Server Resources

Any website that uses a high amount of server resources (including CPU time, memory usage, and network resources) will be given the option to either pay additional Service Fees (which will depend on the resources required), reduce the resources used to an acceptable level,. NTS will be the sole arbiter of what is considered to be a high server usage level. All Web Hosting plans come with a limit of 5,000 files per Customer Account. Each block of 5,000 files after the initial 5,000 will incur an additional charge of \$9.95 per month. Any Web Hosting plan deemed to be adversely affecting server performance or network integrity may be shut down without prior notice.

#### 5.25 CGI Scripts

Any script that poses a potential security risk or are deemed to be adversely affecting server performance or network integrity will be shut down or will be automatically removed without prior notice. NTS does not permit CGI script sharing with domains not hosted by NTS or scripts which may be abused for UCE purposes.

#### 5.26 Chat Rooms

You are not permitted to install your own chat rooms because chat rooms tend to require significant system resources. However, for a small charge, NTS may provide you with Java chat rooms.

#### 5.27 Background Running Programs and Cron Jobs

NTS may allow programs to run in the background, which programs will be considered by NTS on a case-by-case basis. You will incur extra Service Fees based on system resources used and operational maintenance needed. If you wish to run background programs, contact NTS at support@hostway.com to arrange the setup.

#### 5.28 IRC

You are not permitted to operate IRC or IRC bots.

#### 5.29 Software Distribution

You are not configured for the purposes of distributing software or multimedia products. If you wish to distribute software and/or multimedia files, contact NTS to make special arrangements.

#### 5.30 Multimedia Files

You are not permitted to use your Web Hosting Account to distribute or store unusual amounts of graphics, audio, or video files (collectively "Multimedia Files"). If your Customer Account's disk space usage for storing Multimedia Files exceeds 70% of its total usage, in terms of total size or number of files, NTS may suspend or cancel your Customer Account.

#### 5.31 Databases

If you store any database on NTS's Web Hosting servers, you must limit the size to 10% of the total disk space allotted for the particular domain name associated with your Customer Account.

#### 5.32 Force Majeure

If the performance of the respective obligations of NTS and/or Customer shall be prevented or interfered with by reason of any fire, flood, epidemic, earthquake or any other act of God, explosion, strike or other disputes, riot or civil disturbance, war (whether declared or undeclared), armed conflict, any municipal ordinance or state or federal law, governmental regulation, or order of any court of competent jurisdiction, or other similar forces not within the control of NTS or Customer as the case may be, then Customer and/or NTS, shall not be liable to the other for its failure to perform its obligations under this Agreement.

#### 5.33 Warranties

NTS warrants that the equipment and technical specifications it uses are suitable for the use intended. NTS MAKES NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 5.34 Assignment

This Agreement shall be binding on upon and inure to the benefit of the parties hereto and their respective successors and assigns. Customer shall not assign, sublet, delegate or transfer any of its rights or obligations hereunder without the prior written consent of NTS.

#### 5.35 Notices

All notices required by this Agreement, shall be assumed to have been delivered when actually received, or when addressed to the applicable party at its address set forth below, postage prepaid, and sent via registered or certified mail, return receipt requested. If to NTS, notice shall be sent to NTS Communications, 1220 Broadway, Lubbock Texas 79401, Attn. General Counsel. Notice to Customer shall be sent to the address listed in the Customer Information section of this Agreement.

#### 5.36 Disputes

For Texas Customers, any dispute of this agreement shall be governed by the laws of the State of Texas, with venue at Lubbock, Lubbock County, Texas. For Louisiana Customers, any dispute of this agreement shall be governed by the laws of the State of Louisiana, with venue in Hammond, Tangipahoa Parish, Louisiana.

## VI Managed Internet Security Services

### 6.1 Application

The terms and conditions set forth in Article VI, shall apply to Customers who receive NTS' Managed Internet Security Services.

### 6.2 Description of the Services

Each managed firewall service monitors external Internet threats at designated access points to the Customer's computer network, using the firewall appliance placed at Customer's site, managed by NTS. The number of IP addresses supported and mailboxes scanned for each Service can be found in the Service Details. NTS will configure each firewall the manufacturer's specifications for the particular firewall appliance. NTS will implement changes in the firewall policy requested by Customer within four (4) business hours. Email services that are (i) included with a bundled firewall service packages or (ii) provided through separate Virus Scanning, Spam Scanning, or Email Security Services, scans SMTP e-mail only and attachments at designated accounts on Customer's network or hosted by NTS. Hosted Email service offers the number of separate e-mailboxes as selected, accessible through an Internet connection, with Virus Scanning or Spam Scanning as stated above.

### 6.3 Payment and Disputes

All undisputed charges are due and payable within thirty (30) days of the invoice date. Customer may dispute any paid invoice within ninety (90) days of the invoice date. Failure to pay or dispute all charges when due shall be grounds for termination by NTS.

### 6.4 Term

After expiration of the term listed on the Service Order Agreement, this Agreement is automatically renewable on a year-to-year basis terminable at any time on ninety (90) days written notice. If Customer terminates the Agreement prior to expiration of the above stated term, Customer agrees to pay on demand as liquidated damages 75% of the monthly recurring charges (MRC) for the remaining contract term.

### 6.5 Email Content Privacy

Your email messages and other items sent or received via the mail service will include: (i) the content of the communication ("content"), and (ii) certain information that is created by the systems and networks that are used to create and transmit the message (the "message routing data"). The content includes things like the text of email messages and attached media files, and is generally the information that could be communicated using some media other than email (like a letter, telephone call, CD, DVD, etc.) The message routing data includes information such as server hostnames, IP addresses, timestamps, mail queue file identifiers, and spam filtering information, and is generally information that would not exist but for the fact that the communication was made via email. The content of your items is your Confidential Information and is subject to the restrictions on use as defined by law. However, you agree that we may view and use the message routing data for our general business purposes, including maintaining and improving security, and improving our services. In addition, you agree that we may disclose message routing data to government entities as required by law.

### 6.6 Services Usage Data

We collect and store information related to your use of the Services, such as use of the Website, API, SMTP, POP3, IMAP, and filtering choices and usage. You agree that we may use this information for our general business purposes and may disclose the information message routing data to government entities as required by law. The Virtual Private Network (VPN) allows encrypted Internet connections up to the number indicated. Connection quantities may be separately designated and different for mobile user VPN connections and site-to-site (device-to-device) connections. Customer or Partner specifically acknowledges that the technology and methods used by persons seeking to spread computer viruses, or to harm or obtain unauthorized access to computers, is continually evolving and escalating and these types of attacks and intrusions are impossible to predict or prevent with any certainty. While NTS will seek to prevent or limit those attacks and intrusions, NTS makes no guaranty of success and has no liability for damages of any kind resulting from viruses, attacks or intrusions or other problems whether

through the scanned mail services, firewall device or otherwise, or from any disruption or loss of Internet e-mail or connection with Customer's network. Additional disclaimers and limitations of liability are stated on the reverse side of this Agreement. No agreement, representation, or statement of any kind or nature made by a representative of NTS shall be binding upon NTS unless the same is set forth in the printed portion of this Agreement or is otherwise reduced to writing and approved by its home office. After subscribing to the Services, Customer may request services beyond those initially selected from those listed above, and those additional services will be billed according to the rates in effect at that time. This contract is binding upon Customer, subject only to acceptance and approval by NTS at its office in Lubbock, Texas.

#### 6.7 Limited Warranty

During the term of this Agreement NTS will make reasonable efforts to operate the firewall placed at Customer's site and other Internet security software employed by NTS specifically on Customer's behalf pursuant to this Agreement substantially in conformance with the relevant service specifications as stated by the manufacturer, based upon Customer's firewall and security policies. Any unauthorized changes to or inappropriate usage by Customer will void the foregoing warranty. NTS does not warrant that the firewall or other security appliance or technology (collectively, the "Security System") employed by NTS and NTS's efforts to operate the Security System (i) will be error-free, (ii) will meet Customer's requirements, or (iii) will operate without interruption. The above warranty is exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose and noninfringement. This warranty gives Customer specific legal rights. Customer may have other rights, which vary from state to state.

#### 6.8 Disclaimer of Damages

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event will NTS be liable to Customer for any special, consequential, indirect or similar damages, including without limitation any lost profits or lost data arising out of the use or inability to use the Security System or Internet even if NTS has been advised of the possibility of such damages. Without limiting the foregoing, NTS shall have no liability to Customer with respect to (i) any claim, loss or damage of any kind or nature whatsoever including the active or passive negligence or strict liability of NTS for claims arising out of or in connection with the Security System, or for services provided under this Agreement, whether or not known or disclosed to NTS; (ii) any direct, indirect, incidental, special, punitive or consequential losses or damages resulting from the delivery, installation, maintenance, operation, service or use or non-use of the Security System; (iii) any act or omission of any other entity furnishing equipment, products or services to Customer; (iv) any personal or property damages or for loss of stored, transmitted or recorded data resulting from the Security System or services provided by NTS, even if NTS has been advised of the possibility of such damages; (v) any failure of the equipment or software or other technology employed to operate error-free, and (vi) any loss or damages due to the fault, negligence, action or inaction of Customer or its employees, agents or representatives. Furthermore, Customer acknowledges that NTS only virus and spam scans designated e-mail accounts hosted by NTS or Customer as applicable, and NTS does not scan e-mail accounts hosted by others. The parties agree to work in good faith to implement the purposes of this Agreement, but recognize that the Services could not be made available without a substantial increase in cost if NTS was to assume a greater degree of liability to Customer.

#### 6.9 Limitation of Liability

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to Customer. In no case shall NTS' liability (whether in contract, tort, or otherwise and notwithstanding any fault, negligence, strict liability or product liability) with regard to the Security System and services provided under this Agreement exceed the sum of the total monthly payments made by Customer to NTS for services (excluding set-up charges) during the six (6) months immediately preceding the event for which the damages are claimed.

#### 6.10 Customer's Responsibility

Customer promptly shall provide or contract for at its expense, provide Internet service and a 10 Mb, 100 Mb or 1000Mb Ethernet connection (a) to connect the firewall appliance to Customer's network, and (b) to Customer's Internet access router from the firewall appliance. Except for the firewall appliance itself, all items necessary for providing these connections are the responsibility of Customer, including among other things transceivers, hubs, bridges cables, racks, router, and any other communication or network devices. If Customer fails to provide the connection and Internet service in a timely manner, after notice NTS may terminate this contract, keep all amounts received and make claim for the additional amounts agreed to be paid. In the event of a failure of services (i) The Customer will immediately notify NTS of a Service failure and NTS will inform the Customer in return about the nature of the Service failure and the estimated repair time. (ii) The Customer is required to provide all reasonable and necessary assistance needed to restore the Service.

#### 6.11 Services Specifically Excluded

This Agreement does not include any services not expressly selected and set forth above. This would exclude such things, for example, as: Internet access, management of Customer's network beyond configuring the firewall or VPN to connect over Customer's existing telco connection (acknowledging that NTS is not responsible for the connection itself ), or otherwise assisting with Customer's network. Customer further acknowledges that any devices that it allows to be accessed from the Internet are Customer's responsibility and completely at its own risk. Other services made available by NTS shall not be included in this Agreement unless specifically contracted by Customer. Under no circumstance shall NTS' liability under this Agreement be expanded based upon NTS' providing such separate services. NTS may at any time and without notice discard security logs generated by the firewall, provided that NTS has previously made them available to Customer in format determined by NTS.

#### 6.12 Payment for Service and Termination of Contract

Customer agrees to pay the initial set-up fees and the monthly Service fees for the term of Service and other charges as listed above. This Agreement shall begin on the 1st day of the first full month that Service is in place (the "Beginning Date") until the end of the initial term of Service as selected on Page 1 of this Agreement (the "Ending Date") , plus any initial partial month when Service is first installed and started. NTS may charge additional fees for additional services requested by Customer after the Service is first implemented, such as technical assistance, configuration changes requested by Customer, retrieval of logs, security audits or investigations, services provided after business hours, or other services, according to NTS's standard rates as in effect from time to time. NTS may terminate this Agreement upon thirty (30) days' written notice without penalty. This contract may be immediately suspended or cancelled by NTS in the event of an Act of God or other events not under NTS' control, which make performance by NTS impossible or substantially impracticable. If any taxes or governmental charges (sales tax or otherwise) arise out or relate to this Agreement and amounts paid hereunder, Customer agrees to pay those amounts in addition to the amounts otherwise payable.

#### 6.13 Ownership of Firewall Appliance

NTS retains all right, title, and interest in the firewall appliance and in any other of its property at Customer's premises . Customer agrees that neither it nor its agents shall modify, damage, alter, or destroy the firewall or any portion thereof, nor shall they move the firewall from its location without NTS's consent. Customer will promptly return the firewall in operable condition, reasonable wear and tear excepted, to NTS as instructed following termination of this contract for any reason. If Customer does any of these actions or fails to promptly return the firewall as required, all NTS service guarantees shall be void and Customer shall pay NTS an amount equal to the initial set up fee and two month's service for the firewall as liquidated damages . If NTS determines in its sole discretion that an upgrade or replacement is necessary or advisable for the Security System (software or hardware), NTS may so notify Customer of the additional one-time cost for doing so. NTS may but is not required to upgrade or replace the Security System at its discretion and upon notice to Customer, even if Customer does not pay the one-time charge. Nothing in this Agreement shall be considered as a lease or sale of the firewall appliance , it being understood that Customer is paying NTS for its Services hereunder in installing and configuring the



Security System for firewall services. Customer will allow NTS and its agents, representatives or contractors to inspect the firewall appliance on Customer's premises after reasonable notice from NTS.

6.14 Claims of Employees or Third Parties

NTS has no liability with respect to any claims from Customer's employees, or from third parties, arising out of or relating to the Security System, including without limitation any claims relating to employee rights to privacy, or transmission of computer viruses by Customer. Customer agrees to indemnify and hold harmless NTS from any and all such claims (including reasonable attorney fees).

6.15 General Terms

Customer may not sell, transfer, or assign this Agreement, without the prior written consent of NTS. Any act in derogation of the foregoing shall be void; however, any such assignment shall not relieve Customer and assignee of the obligations hereunder. No waiver or failure of either party to exercise in any respect any right provided for under this Agreement shall be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. This Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. In the event of any conflict arising between Customer's purchase order terms and this Agreement, this Agreement shall take precedence. This Agreement may be modified only in writing signed by both parties. The substantive law of the State of Texas shall govern this Agreement. The exclusive jurisdiction for any claim or dispute relating in any way to this Agreement shall be in the state courts located in Lubbock, Texas. Customer represents and warrants that it has full power and authority to execute and deliver this Agreement and to perform their obligations hereunder, and that the person whose signature appears on this Agreement is duly authorized to enter into this Agreement on behalf of Customer.