

## **BBT Broadband Internet Home/Business Service Agreement Terms & Conditions**

Customer agrees to subscribe to Big Bend Telecom's Home or Business Broadband Service ("Broadband Service") at the applicable monthly rate shown for the tier of service selected. Charges are effective beginning the date of the installation. Such rate may not include all applicable taxes, fees and surcharges, or equipment charges. All Big Bend Telecom Broadband products are governed by the Terms of Service and Acceptable Use Policy located at <https://www.bigbend.com/legal/>.

### **TERMS AND CONDITIONS**

THE WHOLE HOME/BUSINESS WI-FI SERVICES ARE IN ALL CASES PROVIDED PURSUANT TO THIS AGREEMENT AND ALL OF THE BBT TERMS AND CONDITIONS LOCATED ON THE BBT WEBSITE AT <http://www.bigbend.net/legal/> ("General Terms and Conditions"). THE GENERAL TERMS AND CONDITIONS ARE HEREBY INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT. In the event of a conflict between this Agreement and the General Terms and Conditions, this Agreement shall control.

To receive the services indicated at the monthly rate in the service agreement and to avoid the installation charge, the customer must retain the selected Broadband Service for a minimum contract period of either 24 months or 12 months. If the agreement term commitment is not fulfilled the customer agrees to pay Big Bend Telecom a prorated portion of the previously waived installation charge of \$250.00 or \$100.00 Big Bend Telecom is hereby authorized draft this charge and any remaining balance from the customer's bank account or credit card on record. The prorated amount will be determined by the remaining months of the term. At the end of the initial agreement, Customer authorizes Big Bend Telecom to draft the monthly charge from the bank account or credit card on record, unless notified differently by Customer. Big Bend Telecom's installation of Broadband Service is to the demarcation point at the Customer's premises. Prices shown herein include termination to one (1) customer provided computer only. Installation does not include inside wiring. The Customer will incur labor charges and/or service order charges if Big Bend Telecom performs on-premises or central office work to restore Broadband Service due to moves or changes or if service is disconnected for non-payment of charges. In the event of a disconnect for non-payment due to insufficient funds, charges to the customers will include, but are not limited to, a \$25.00 bank processing charge and a service restoral charge. Big Bend Telecom has the right to change pricing and packaging after the initial term.

Speeds vary and are dependent upon the number of devices being used simultaneously by subscribers. Data allowance for speeds up to 500 Mbps is 3 TB per billing period. Data allowance for speeds 1Gig and higher varies from 10 TB up to 15 TB per billing period.

## EQUIPMENT LIMITED WARRANTY

If any equipment, which is owned and supplied by Big Bend Telecom pursuant to this agreement, is found to be defective in material or workmanship during the contract term commitment, then any such equipment will be repaired or replaced at Big Bend Telecom's option with comparable new or refurbished replacement equipment. Labor and material required to repair or replace such defective equipment will be free of charge during the term of the commitment. This limited warranty does not apply to: a) damage resulting from accidents, alteration, misuse, tampering or abuse; b) failure of the Customer to properly follow operation instructions provided at the time of installation or at a later date; and c) trouble due to interruption of commercial power or the phone service. The foregoing limited warranty is in lieu of all other warranties, expressed or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. No agent, employee or representative of Big Bend Telecom nor any other person is authorized to modify this warranty in any respect. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. The follow applies to service and equipment management: Subscriber shall pay to BBT a monthly whole home or business service and equipment management charge. The monthly charge is included with the Broadband service and the rate is based on class of service; \$16.00/residential or \$24.00 commercial, which will be payable monthly with \$0.00 to be paid in advance. BBT shall manage Subscriber's wireless network containing up to 10 managed network components. BBT agrees to repair or replace at its option any part of the leased equipment that was installed by BBT which is defective due to faulty design, materials, or workmanship. Such services will be performed only when Subscriber notifies BBT that services are needed.

## GENERAL

Without limiting the Acceptable Use Policy for the Broadband Service in any way, Customer acknowledges that Broadband Service is provided for Customer's personal use and not for resale or assignment. No services or equipment may be transferred to another location or shared with another person who is not bound by this agreement. Customer will not use the Broadband Service for telemarketing or any excessive usage inconsistent with normal business usage patterns (or, if a commercial customer under a commercial service plan, consistent with normal usage for that plan). If Big Bend Telecom determines, in its sole discretion, that Customer is reselling or transferring the Broadband Service or that Customer is using the Broadband Service in an improper manner or other manner unduly burdensome on Big Bend's network and facilities, Big Bend Telecom reserves the right, without advance notice, to immediately terminate or modify the Broadband Service, or to change Customer's service plan to a different offer on a prospective basis, and, in addition, to assess additional charges for each month in which excessive usage occurred. Service may not be available in all areas. Internet speeds may vary depending upon the technology available in the service area. In the unlikely event that an order cannot be successfully installed due to unforeseen

problems with the wiring infrastructure or other factors, the order will be subject to cancellation. Customer grants permission to Big Bend Telecom personnel and/or its agents to enter the customer's premises if necessary, to perform maintenance requests or install the services as agreed herein. Customer shall indemnify and hold Big Bend harmless from and against any claims of the owner of the premises arising out of the performance of this agreement.

Big Bend Telecom is not responsible for any hardware or software conflicts that may arise due to Customer provided equipment.

If Big Bend Telecom makes a customer requested service call and determines the problem is not caused by Big Bend Telecom equipment or network, Customer may be subject to a Maintenance Service Charge of \$75 plus a Maintenance Labor Charge(s) of \$80 per hour increments, per technician. These charges are not pro-ratable. If the problem is caused by Big Bend Telecom's equipment or network, the Customer will not incur any service charges. Broadband Services described herein are provided by Big Bend Telecom.

#### OTHER TERMS.

BBT will not be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. BBT may transfer this Agreement in its discretion, but Subscriber may not transfer this Agreement without BBT's written consent. This Agreement, together with the General Terms and Conditions, sets out all the terms agreed between the Parties with respect to the subject matter hereof. Any amendment must be in writing and signed by the Parties (although BBT may update its General Terms in Conditions as set forth therein). This Agreement will be governed by Texas law excluding its conflicts of law rules, and any claim arising out of or related to this Agreement will be litigated/arbitrated as set forth in the General Terms and Conditions. Notices under this Agreement are only effective when delivered in writing to BBT at the address set forth in the General Terms and Conditions and to Subscriber at the premises address set forth above. The person signing as "Subscriber" warrants that he/she is authorized to sign this Agreement binding Subscriber to the terms hereof.

#### TERMINATION

This agreement shall be terminated for any of the following reasons without penalty: a) Customer disconnects services after the initial term of this agreement. b) Big Bend Telecom agrees to written request with reason from the customer. c) Big Bend Telecom discontinues service for any reason. This agreement shall be terminated with penalty as described above for customer breach of this agreement.