

BROADBAND INTERNET SERVICE TERMS AND CONDITIONS

Effective Date: [DATE]

These Broadband Internet Service Terms and Conditions (“Terms”) govern the provision and use of residential and business broadband Internet access services (“Broadband Service” or “Service”) provided by BBT (“BBT,” “we,” “us,” or “our”). “Customer,” “you,” and “your” refer to the individual or entity that subscribes to or uses the Service.

These Terms apply to both residential and business Broadband Service unless a provision expressly states otherwise. By ordering, activating, using, or paying for Broadband Service, you acknowledge that you have read, understand, and agree to these Terms.

These Terms, together with your applicable service order, or other applicable service description, and BBT’s other applicable policies, constitute the agreement governing your Broadband Service. BBT’s applicable policies, including its Acceptable Use Policy, Privacy Policy, and Network Management Policy, are available on BBT’s website at www.bigbend.com/legal/ and are incorporated into these Terms by reference where applicable.

1. BROADBAND SERVICE

Customer agrees to subscribe to the Broadband Service selected by Customer at the applicable rates and charges disclosed at the time of purchase or otherwise applicable to the selected service plan. Service charges generally begin on the date the Service is installed and activated. Availability of particular Broadband Services, service tiers, speeds, technologies, and features varies by location. BBT does not guarantee that every service tier or feature will be available at every location.

The rates quoted or advertised for Broadband Service may not include all applicable taxes, governmental fees or surcharges, installation or provisioning charges, optional equipment charges, special-request charges, or other charges described in these Terms or disclosed to Customer at the time of purchase.

BBT's installation of Broadband Service generally extends to the applicable network demarcation point at the Customer's premises unless BBT expressly agrees to perform additional work. Additional inside wiring, nonstandard installation work, special construction, or Customer-requested work may be subject to additional charges.

2. RESIDENTIAL AND BUSINESS SERVICE TERMS

2.1. Residential Service

Residential Broadband Service is provided on a month-to-month basis and does not require a minimum-term contract.

2.2. Business Service

Business Broadband Service may be offered on a month-to-month basis or pursuant to an optional term commitment.

Business customers may elect a term commitment in exchange for reduced plan pricing or other benefits offered by BBT. Any terms and conditions applicable to a Business customer's term commitment will be set forth in the applicable service agreement or service order.

3. RATES, BILLING, TAXES, AND PAYMENT

3.1. Rates and Charges

Customer is responsible for the recurring monthly charges associated with the selected Broadband Service and all other applicable charges incurred in connection with the Customer's account, including applicable equipment, installation, provisioning, service-call, labor, special-request, taxes, fees, and other charges.

BBT may change its generally applicable rates, charges, service tiers, or packages from time to time, subject to applicable law and any specific pricing commitment contained in a written term agreement with a business customer. BBT will provide notice of material changes when required by applicable law or these Terms.

3.2. Taxes, Fees, and Surcharges

Customer is responsible for all applicable federal, state, and local taxes, fees, surcharges, and other governmental assessments associated with the Service, except to the extent Customer provides BBT with valid documentation establishing an applicable exemption.

3.3. Payment and Late Charges

Customer agrees to pay all amounts billed by BBT by the due date shown on the Customer's invoice.

A \$9.95 late fee may be assessed on a past-due account, subject to applicable law. BBT may also assess applicable returned-payment, insufficient-funds, collection, reconnection, or other charges disclosed to Customer or included in BBT's then-current fee schedule, subject to applicable law. Failure to pay amounts when due may result in suspension or disconnection of Service in accordance with BBT's applicable policies and applicable law. Suspension or disconnection does not relieve Customer of responsibility for amounts properly incurred before the effective date of suspension or disconnection.

Loss, interruption, or degradation of Service caused by Customer's acts or omissions or by Customer-owned or non-BBT equipment does not suspend Customer's obligation to pay applicable charges for the Service.

3.4. Payment Authorization

If Customer enrolls in automatic payment or otherwise authorizes BBT to charge a credit card, debit card, bank account, or other payment method, Customer authorizes BBT to collect amounts properly due on the account in accordance with the authorization provided by Customer. Customer is responsible for maintaining accurate and current payment information.

3.5. Credit Review and Deposits

BBT may conduct a soft credit inquiry in connection with establishing Broadband Service. Based on the results of BBT's credit review, Customer may be required to pay a deposit before Service is established. The applicable deposit may be \$0, \$75.00, or \$150.00, as determined by BBT based on its then-current credit criteria.

4. INSTALLATION AND PROVISIONING

4.1. Installation Charges

A standard installation charge of \$250.00 applies to new Residential and Business Broadband Service installations. BBT may waive or reduce the installation charge as part of a promotion or other offer. Any waiver or reduction of the installation charge will be subject to the terms of the applicable promotion or offer.

Customer is also subject to a \$50.00 provisioning charge in connection with a new activation of Residential or Business Broadband Service. BBT may waive the provisioning charge for a self-installation or in other circumstances determined by BBT on a case-by-case basis. The provisioning charge does not apply solely because an existing Customer changes or upgrades an existing Broadband Service.

Additional charges may apply for nonstandard installations, inside wiring, special construction, Customer-requested work, or other work beyond BBT's standard installation. BBT will advise Customer of applicable additional charges when reasonably practicable before performing Customer-authorized work.

4.2. Installation and Access to Premises

BBT's standard installation includes the work BBT determines is reasonably necessary to establish Broadband Service at the applicable demarcation point at the Customer's premises. Standard installation does not include inside wiring, special construction, relocation of existing facilities, or other nonstandard work unless expressly included by BBT.

Customer agrees to provide BBT and its authorized employees, contractors, and agents with reasonable access to the premises as necessary to install, activate, inspect, maintain, repair, replace, or remove the Service or BBT Equipment.

An adult age eighteen (18) or older must be present when BBT requires access to the interior of a residence or business. If Customer does not own the premises, Customer is responsible for obtaining any permission required from the property owner, landlord, property manager, or other

authorized party for BBT to perform the requested work. If BBT is unable to complete a scheduled visit on multiple occasions because Customer fails to provide required access to the premises, BBT may assess the applicable \$75.00 Truck Roll Charge.

Customer acknowledges that installation, maintenance, repair, replacement, or removal of Service or BBT Equipment may require BBT to use, modify, drill, cut, access, or otherwise alter existing wiring or improvements at the premises. Customer is responsible for backing up computers, devices, data, and other information before installation or service work is performed.

5. BBT EQUIPMENT AND WHOLE HOME MANAGED SERVICES

5.1. Equipment Included with Broadband Service

BBT Broadband packages include BBT leased equipment and BBT's Whole Home Managed Services when the Customer uses BBT-provided equipment, at no additional separately stated monthly charge. The cost of the equipment and managed services is included in the Customer's Broadband package.

The Customer's Broadband package price will not increase as a result of using the BBT leased router or modem included with the package.

If the Customer elects to use Customer-owned or other non-BBT equipment instead of the BBT equipment included with the package, the Customer's Broadband package price will not be reduced or discounted as a result.

5.2. Additional BBT Equipment

Additional monthly or one-time charges may apply when Customer requests or uses BBT Equipment beyond the equipment included with the applicable Broadband package, including, but not limited to, additional Wi-Fi extenders, Ubiquiti equipment, or other networking equipment.

Additional BBT Equipment may be available for lease or purchase. Lease and purchase charges vary depending on the type and model of equipment and will be disclosed to Customer in connection with the applicable equipment.

5.3. Leased Equipment

Unless BBT expressly identifies equipment as having been sold to Customer, equipment provided by BBT remains the property of BBT ("Leased Equipment"). Customer agrees to provide appropriate space, power, and environmental conditions for Leased Equipment and to use reasonable care to protect the Equipment. Customer may not damage, alter, tamper with, misuse, sell, transfer, or otherwise dispose of Leased Equipment.

Customer may be responsible for the cost of repairing or replacing Leased Equipment that is lost, stolen, damaged, altered, destroyed, or otherwise rendered unusable as a result of causes other than ordinary wear and tear or a defect attributable to BBT.

Upon cancellation or termination of Service, Customer must return all Leased Equipment to BBT within thirty (30) days in accordance with BBT's equipment-return instructions. Customer may be charged for Equipment that is not timely returned or that is returned damaged beyond ordinary wear and tear. Charges for unreturned Equipment will vary depending on the type and amount of Equipment that Customer is required to return.

5.4. Purchased BBT Equipment

Customers may have the option to purchase certain BBT Equipment. Available equipment and purchase prices vary by model.

Equipment expressly purchased by Customer becomes Customer-owned equipment following payment in full. However, qualifying BBT-purchased routers, extenders, or other equipment may remain eligible for BBT's applicable managed services and technical support as determined by BBT.

5.5. Equipment Repair and Replacement

For qualifying BBT Leased Equipment, BBT will repair or replace, at its option, equipment that BBT determines is defective due to faulty design, materials, workmanship, or ordinary equipment failure.

BBT's repair or replacement obligation does not apply to damage or failure resulting from misuse, abuse, accident, alteration, tampering, improper installation or configuration by Customer or a third party, failure to follow applicable operating instructions, loss of commercial power, environmental conditions, or other causes not attributable to BBT.

6. CUSTOMER-OWNED AND NON-BBT EQUIPMENT

Customer may elect to use compatible Customer-owned or other non-BBT routers, extenders, networking equipment, computers, or devices in connection with the Broadband Service. Customer is solely responsible for obtaining, installing, configuring, maintaining, repairing, replacing, and securing Customer-owned or non-BBT equipment.

BBT does not warrant that Customer-owned or non-BBT equipment will be compatible with the Broadband Service or perform at any particular level. BBT is not responsible for hardware or software conflicts, diminished Wi-Fi performance, security vulnerabilities, configuration issues, or other problems caused by or attributable to Customer-owned or non-BBT equipment.

BBT's ability to diagnose, manage, troubleshoot, repair, or otherwise provide technical support for Customer-owned or non-BBT equipment may be limited. Customer may be referred to the

equipment manufacturer, vendor, or another third party for assistance with equipment that BBT does not provide or manage.

Use of Customer-owned or non-BBT equipment instead of equipment included with a BBT Broadband package does not reduce the monthly price of the Customer's Broadband package.

7. SERVICE CALLS, TRUCK ROLLS, AND LABOR CHARGES

7.1. BBT Trouble

For purposes of these Terms, “BBT Trouble” means a Service issue caused by a failure, defect, or other problem attributable to BBT's network or BBT Equipment for which BBT is responsible.

If BBT determines that the reported Service issue is BBT Trouble, Customer will not be charged a Truck Roll Charge or hourly labor charges for the work reasonably necessary to diagnose and correct the BBT Trouble.

7.2. Non-BBT Trouble and Customer-Requested Work

If BBT dispatches a technician in response to a reported issue and determines that the issue is not BBT Trouble, Customer may be responsible for the applicable Truck Roll Charge and labor charges described below.

Charges may apply when the issue is caused by or relates to Customer-owned or non-BBT equipment, Customer wiring or devices, Customer configuration, misuse or damage, Customer-requested changes, or another condition that is not attributable to BBT's network or BBT Equipment.

Special requests and Customer-requested work that are not necessary to correct BBT Trouble are also subject to applicable Truck Roll Charges and labor charges.

7.3. BBT Managed Services

When Customer uses qualifying BBT leased or purchased routers, extenders, or other equipment supported through BBT's managed services, a service call that is not attributable to BBT Trouble is subject to:

- Truck Roll Charge: \$75.00; and
- Labor Charge: \$80.00 per hour.

7.4. Customer-Owned or Non-BBT Equipment

When Customer uses Customer-owned or other non-BBT routers, extenders, or other equipment, a service call that is not attributable to BBT Trouble is subject to:

- Truck Roll Charge: \$75.00; and
- Labor Charge: \$75.00 per half-hour.

These charges may apply to BBT's time spent diagnosing or addressing issues involving Customer-owned or non-BBT equipment even if the Customer initially believed the issue was related to the BBT Service.

7.5. Special Requests

Customer-requested work that is outside BBT's responsibility to install, maintain, or repair the Broadband Service, including special requests, moves, changes, equipment configuration, additional wiring, equipment relocation, or other Customer-requested technical work, may be subject to the applicable Truck Roll Charge and labor rate.

BBT may offer an inside wire maintenance plan. Service calls involving inside wiring may be subject to applicable Truck Roll Charges and labor charges, as well as charges for any equipment or materials required to perform the work. Before performing Customer-authorized chargeable work, BBT may require Customer to approve the applicable work and charges and acknowledge the work performed.

BBT will advise Customer of applicable charges when reasonably practicable before performing Customer-authorized work.

8. SERVICE PERFORMANCE AND AVAILABILITY

8.1. Service Availability

Broadband Service is subject to availability and may not be available at all locations. Available service plans, technologies, speeds, and features may vary depending on the Customer's location and BBT's network facilities.

BBT may determine that Service cannot be installed or provided at a particular location because of network limitations, construction requirements, wiring or infrastructure conditions, technical limitations, safety concerns, or other circumstances. If BBT determines that an order cannot reasonably be installed, BBT may cancel the order.

8.2. Broadband Speeds and Performance

The Broadband Service tier selected by Customer identifies the level of Service offered for that plan. Actual Service performance may vary based on factors including network conditions, Internet congestion, the capabilities and configuration of Customer devices and equipment, Wi-Fi conditions, the number of devices being used simultaneously, the performance of third-party networks and websites, and other factors beyond BBT's reasonable control.

Unless BBT expressly states otherwise in writing, advertised Broadband speeds are not guaranteed.

Additional information regarding BBT's Broadband Service performance characteristics, network practices, and other disclosures applicable to its Broadband Internet access services is provided in BBT's then-current Network Management Policy, available on BBT's website.

8.3. Service Interruptions and Maintenance

Broadband Service may occasionally be interrupted, unavailable, or degraded due to maintenance, upgrades, repairs, equipment or facility failures, power outages, emergencies, severe weather, acts or omissions of third parties, or other circumstances.

BBT may perform maintenance, repairs, upgrades, modifications, or other work on its network and facilities as BBT determines reasonably necessary to operate, maintain, protect, or improve its network and Services.

BBT will use reasonable efforts to maintain and restore Broadband Service but does not guarantee that Service will be continuous, uninterrupted, secure, or error-free.

8.4. IP Addresses

BBT may assign dynamic Internet Protocol ("IP") addresses in connection with Broadband Service. Static IP addresses may also be available as an optional service. Availability and any applicable charges or service-specific terms for static IP addresses will be disclosed to Customer in connection with the applicable Service or service order.

9. CUSTOMER RESPONSIBILITIES AND USE OF SERVICE

9.1. Customer Responsibility for Service and Account

Customer is responsible for the use of the Broadband Service and Customer's account by Customer and other persons who access or use the Service through Customer's account, premises, network, or equipment.

Customer is responsible for maintaining the security and confidentiality of account credentials, passwords, Wi-Fi credentials, and other information used to access the Service. Customer should promptly notify BBT if Customer becomes aware of unauthorized access to or use of Customer's account.

Customer is also responsible for maintaining appropriate security for Customer-owned computers, devices, networks, software, and other equipment connected to the Service, including appropriate security, firewall, antivirus, and other protective measures.

9.2. Acceptable Use

Customer must use the Broadband Service in accordance with applicable law and BBT's then-current Acceptable Use Policy ("AUP"), available on BBT's website and incorporated into these Terms by reference.

The AUP contains additional requirements and restrictions governing use of BBT's Broadband Service. BBT may take appropriate action, including restricting, suspending, or terminating Service, when Customer's use of the Service violates the AUP, these Terms, or applicable law, subject to applicable law.

9.3. No Resale or Unauthorized Transfer

Unless expressly authorized by BBT in writing or permitted under the Customer's applicable Business Service arrangement, Customer may not resell the Broadband Service or transfer or assign the Service to another person or service location.

Customer may not move BBT Equipment to another service location without BBT's authorization. Customer should contact BBT before relocating Service or BBT Equipment.

9.4. Customer Equipment and Data

Customer is responsible for Customer-owned computers, devices, software, networks, wiring, and other equipment used in connection with the Broadband Service.

BBT is not responsible for the loss, corruption, or destruction of Customer data or content resulting from installation, maintenance, repair, use, interruption, or termination of the Service, except to the extent otherwise required by applicable law.

Customer is responsible for maintaining appropriate backups of Customer's data, files, software, and other information.

10. TECHNICAL SUPPORT

BBT provides technical support for its Broadband Service and qualifying BBT Equipment. The nature and extent of technical support available may depend on the Service, equipment, and issue involved.

Because Customer devices, software, networks, and non-BBT equipment vary widely in configuration and compatibility, BBT may not be able to diagnose or resolve problems involving Customer-owned or non-BBT equipment. BBT may limit its technical support to BBT's Service, network, and qualifying BBT Equipment and may refer Customer to the applicable manufacturer, software provider, equipment vendor, or other third party for assistance.

Technical support that requires an on-site technician visit or work that is not necessary to correct BBT Trouble may be subject to the Truck Roll Charges and labor charges described in Section 7 of these Terms.

11. SUSPENSION AND DISCONNECTION OF SERVICE

11.1. Nonpayment

Customer is responsible for paying all amounts due for Broadband Service by the due date shown on the applicable invoice.

Subject to applicable law and any required notice, BBT may suspend or disconnect Broadband Service if Customer fails to pay amounts when due. Suspension or disconnection of Service does not relieve Customer of responsibility for charges properly incurred before the effective date of suspension or disconnection or any other amounts Customer owes BBT.

Customer may be required to pay all past-due amounts and any applicable restoration, service, labor, or other charges before Service is restored.

11.2. Other Grounds for Suspension or Disconnection

BBT may suspend, restrict, or terminate Broadband Service if Customer:

- violates these Terms or BBT's Acceptable Use Policy;
- uses the Service in violation of applicable law;
- resells, transfers, or uses the Service in a manner not authorized by BBT;
- interferes with, damages, or threatens the operation, security, or integrity of BBT's network, facilities, Equipment, or Services;
- engages in fraudulent or abusive activity in connection with the Service;
- fails to provide BBT reasonable access to BBT Equipment or facilities when access is necessary to provide, maintain, repair, or discontinue Service; or
- otherwise materially breaches an applicable service agreement with BBT.

BBT may take such action with or without advance notice when permitted by applicable law and when BBT reasonably determines immediate action is necessary to protect its network, facilities, customers, personnel, or Services.

11.3. Restoration of Service

If Service is suspended or disconnected and Customer requests restoration, BBT may require Customer to satisfy the condition that resulted in suspension or disconnection and pay applicable past-due amounts before Service is restored.

If Service has been disconnected for nonpayment, a Customer requesting reconnection must complete BBT's then-current process for restarting Service and may be subject to a \$150.00 reconnection charge.

If restoration requires BBT to perform on-premises, network, equipment, or other work that would not otherwise be required, applicable service, Truck Roll, and labor charges may apply. Restoration of Service is subject to BBT's ability to provide Service at the applicable location and may require new or updated equipment, installation, provisioning, deposits, or other arrangements depending on the circumstances.

12. CUSTOMER CANCELLATION AND TERMINATION

12.1. Residential Service

Residential Broadband Service is provided on a month-to-month basis and does not require a term commitment. Residential Customers may cancel Broadband Service by contacting BBT in accordance with BBT's then-current cancellation procedures.

Residential Customers are not subject to an early termination fee for cancelling Broadband Service.

Cancellation does not relieve Customer of responsibility for unpaid Service charges or other amounts incurred before the effective date of cancellation, including applicable equipment, installation, provisioning, Truck Roll, labor, or other charges.

If Customer has already paid Broadband Service charges covering a period after Service is disconnected, BBT will credit or refund the applicable prepaid Service charges for the period following disconnection. If Customer has not yet paid the applicable bill, Customer remains responsible for amounts properly due, and any amounts attributable to a period after disconnection will be credited or refunded, as applicable.

12.2. Business Service

Business Customers receiving Service without a term commitment may cancel Service in accordance with BBT's applicable cancellation procedures and remain responsible for charges incurred through the effective date of cancellation. If the Customer has prepaid Service charges covering a period after Service is disconnected, BBT will credit or refund the applicable prepaid Service charges for the period following disconnection.

If a Business Customer voluntarily enters into a term commitment, the Customer's cancellation and early termination obligations will be governed by the applicable written service agreement or service order. Any applicable early termination charge, repayment of discounts, or other obligation associated with early termination must be set forth in the applicable agreement.

12.3. Effect of Termination

Upon cancellation or termination of Service, all outstanding amounts properly due to BBT become payable in accordance with the Customer's final invoice and applicable payment terms. Customer must return all BBT Leased Equipment in accordance with BBT's equipment-return instructions. Customer may be responsible for applicable charges for Leased Equipment that is not returned, is returned late, or is damaged beyond ordinary wear and tear.

Any provisions of these Terms that by their nature should continue after cancellation or termination, including provisions concerning outstanding payment obligations, Customer responsibility, limitations of liability, indemnification, dispute resolution, and other accrued rights and obligations, will survive cancellation or termination to the extent permitted by applicable law.

12.4. Discontinuance by BBT

BBT may discontinue a particular Broadband Service, service tier, feature, or offering, or may cease providing Service at a particular location, subject to applicable law.

When required by applicable law, BBT will provide Customer with applicable notice before discontinuing Service.

13. PRIVACY

BBT's collection, use, disclosure, and protection of Customer information is governed by BBT's then-current Privacy Policy, available on BBT's website and incorporated into these Terms by reference.

Customer acknowledges that Internet communications and wireless networks are not inherently secure and that BBT cannot guarantee the security or privacy of information transmitted over the Internet or through Customer's wireless network.

Customer is responsible for taking reasonable precautions to secure Customer's devices, network, account credentials, and information.

14. WARRANTIES AND DISCLAIMER OF WARRANTIES

14.1. BBT Equipment

BBT will use reasonable efforts to maintain qualifying BBT Leased Equipment as described in Section 5 of these Terms. BBT's obligations with respect to such Equipment are limited to the repair or replacement obligations expressly stated in these Terms or otherwise provided by BBT in writing.

Any equipment purchased by Customer may be subject to separate manufacturer warranties or other warranty terms applicable to that equipment.

14.2. Broadband Service

BBT will use reasonable efforts to provide and maintain the Broadband Service. However, the Internet consists of interconnected networks, systems, facilities, and services that are not owned or controlled by BBT. BBT therefore cannot control or guarantee the performance, availability, security, or reliability of the Internet or third-party networks, services, websites, applications, or content.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BROADBAND SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OR REQUIRED BY APPLICABLE LAW, BBT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE SERVICE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

BBT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR FREE FROM HARMFUL COMPONENTS, OR THAT THE SERVICE WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

BBT is not responsible for content, products, services, information, software, applications, websites, or other materials provided by third parties and accessed through the Broadband Service.

Nothing in these Terms limits any warranty or other right that cannot lawfully be disclaimed or limited.

15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BBT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE BROADBAND SERVICE, EQUIPMENT, OR THESE TERMS, INCLUDING LOSS OF DATA, LOSS OF BUSINESS, LOSS OF REVENUE OR PROFITS, OR LOSS OF USE, EVEN IF BBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BBT will not be responsible for Service interruptions, delays, degradation, or other Service problems caused by circumstances outside BBT's reasonable control, including failures or acts of third-party networks, carriers, service providers, vendors, websites, applications, equipment, utilities, or other third parties; Customer-owned or non-BBT equipment; loss of commercial power; or Customer's acts or omissions.

BBT will not be responsible for loss, corruption, unauthorized access to, or destruction of Customer data, files, software, communications, or other information except to the extent caused by BBT and for which liability cannot be excluded under applicable law. Customer is responsible for maintaining appropriate backups and security protections.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BBT'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE BROADBAND SERVICE, EQUIPMENT, OR THESE TERMS WILL NOT EXCEED THE AMOUNT OF BROADBAND SERVICE CHARGES PAID BY CUSTOMER TO BBT FOR THE AFFECTED SERVICE DURING THE PERIOD GIVING RISE TO THE CLAIM.

The limitations in this Section apply regardless of the form of action or theory of liability, including contract, warranty, tort, negligence, or otherwise, but do not apply to the extent a particular limitation is prohibited by applicable law.

16. INDEMNIFICATION

To the extent permitted by applicable law, Customer agrees to defend, indemnify, and hold harmless BBT and its officers, directors, employees, affiliates, agents, and contractors from and against third-party claims, liabilities, losses, damages, costs, and reasonable attorneys' fees arising out of or relating to:

- Customer's or an authorized user's violation of these Terms or BBT's Acceptable Use Policy;
- Customer's or an authorized user's unlawful or unauthorized use of the Broadband Service;
- Customer's or an authorized user's infringement or violation of the rights of another person or entity; or
- Customer-owned equipment, networks, content, or materials used, transmitted, or made available through the Broadband Service.

Customer's obligations under this Section will survive termination of the Broadband Service to the extent permitted by applicable law.

17. EVENTS BEYOND BBT'S CONTROL

BBT will not be liable for any failure, interruption, degradation, or delay in performing its obligations under these Terms to the extent caused by circumstances beyond BBT's reasonable control.

Such circumstances may include severe weather or natural disasters; fire; flood; lightning; acts of God; war; terrorism; civil unrest; labor disputes; governmental actions or orders; power or utility failures; shortages of equipment, materials, or facilities; damage to network facilities; failures or acts of underlying carriers, vendors, service providers, or other third parties; or other events beyond BBT's reasonable control.

BBT may take reasonable actions necessary to respond to such circumstances, protect its network and facilities, maintain the safety of its personnel and customers, and restore affected Services.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1. Governing Law

These Terms and the relationship between Customer and BBT will be governed by the laws of the State of Texas, without regard to its conflict-of-law principles, except to the extent otherwise required by applicable law.

18.2. Mandatory Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS CUSTOMER'S LEGAL RIGHTS, INCLUDING THE RIGHT TO HAVE CERTAIN DISPUTES DECIDED BY A COURT OR JURY.

Except for claims that applicable law does not permit to be resolved through arbitration, any dispute or claim between Customer and BBT arising out of or relating to the Broadband Service, Equipment, these Terms, or the relationship between Customer and BBT will be resolved through binding individual arbitration rather than in court.

The arbitration will be conducted in accordance with applicable law and the rules of the arbitration administrator selected in accordance with the parties' agreement or otherwise as required by applicable law. The arbitrator will have authority to award any remedy or relief that would otherwise be available to the individual Customer under applicable law, subject to the limitations contained in these Terms to the extent enforceable.

Judgment on an arbitration award may be entered in any court having jurisdiction.

18.3. Individual Claims; Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AND BBT AGREE THAT CLAIMS WILL BE BROUGHT AND RESOLVED ONLY ON AN INDIVIDUAL BASIS.

CUSTOMER AND BBT WAIVE THE RIGHT TO BRING, PARTICIPATE IN, OR HAVE A DISPUTE RESOLVED AS A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION IN COURT OR ARBITRATION, EXCEPT TO THE EXTENT SUCH A WAIVER IS PROHIBITED BY APPLICABLE LAW.

18.4. Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AND BBT KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR A DISPUTE SUBJECT TO THIS SECTION.

18.5. Court Proceedings

To the extent a dispute is not subject to arbitration, or court proceedings are necessary to enforce an arbitration award or otherwise permitted under this Section, the parties agree that such proceedings will be brought in a court of competent jurisdiction in the State of Texas, subject to any venue or jurisdictional rights that cannot lawfully be waived.

18.6. Time Limit for Claims

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER MUST ASSERT ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE BROADBAND SERVICE, EQUIPMENT, THESE TERMS, OR THE RELATIONSHIP BETWEEN CUSTOMER AND BBT WITHIN ONE (1) YEAR AFTER THE CLAIM OR DISPUTE FIRST AROSE. ANY CLAIM NOT ASSERTED WITHIN THAT PERIOD IS PERMANENTLY BARRED, EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT

PERMIT THE PARTIES TO SHORTEN THE OTHERWISE APPLICABLE LIMITATIONS PERIOD.

19. ASSIGNMENT

Customer may not assign or transfer these Terms, the Broadband Service, or Customer's rights or obligations relating to the Service to another person or entity without BBT's prior written consent.

BBT may assign or transfer these Terms or its rights and obligations under these Terms to an affiliate, successor, purchaser, or other entity in connection with a merger, acquisition, reorganization, sale or transfer of assets, or other business transaction, subject to applicable law.

20. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

These Terms, together with Customer's applicable service order or service agreement and the BBT policies expressly incorporated into these Terms, constitute the agreement between BBT and Customer concerning the Broadband Service and supersede prior terms and conditions concerning the same Broadband Service to the extent they are inconsistent with these Terms. BBT's incorporated policies include, as applicable, its Acceptable Use Policy, Privacy Policy, and Network Management Policy.

If there is a conflict among documents governing Customer's Broadband Service, the terms of a Customer-specific written service agreement or service order executed or accepted by BBT will control with respect to Customer-specific pricing, service terms, or commitments. These Broadband Internet Service Terms and Conditions will otherwise control with respect to the general terms governing the Broadband Service. BBT's incorporated policies will govern the specific subject matter addressed by those policies.

21. NO WAIVER

BBT's failure or delay in exercising or enforcing any right or provision under these Terms does not constitute a waiver of that right or provision.

A waiver by BBT of any particular breach or default does not constitute a waiver of any prior, concurrent, or subsequent breach or default.

22. SEVERABILITY

If any provision of these Terms is determined by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permitted by applicable law or, if necessary, severed from these Terms. The remaining provisions will remain in full force and effect unless applicable law requires otherwise.

23. NO THIRD-PARTY BENEFICIARIES

Except as expressly provided in these Terms, these Terms are for the benefit of BBT and Customer and do not create any rights or remedies in any other person or entity.

24. CHANGES TO SERVICE AND THESE TERMS

24.1. Changes to Broadband Service

BBT may modify its Broadband Service offerings from time to time, including available service plans, features, equipment, technologies, rates, charges, and other Service terms, subject to applicable law and any applicable written pricing or term commitment with Customer.

BBT will provide notice of material changes to Customer's Service, rates, or other terms when required by applicable law or these Terms.

24.2. Changes to These Terms

BBT may amend or update these Terms from time to time. The most current version of these Terms will be made available on BBT's website.

If BBT makes a material change to these Terms that affects Customer's Broadband Service, BBT will provide notice as required by applicable law. Notice may be provided by one or more reasonable methods, including email, bill message or insert, mail, or other communication to Customer using the contact information associated with Customer's account.

Customer's continued use of Broadband Service after an amendment becomes effective constitutes acceptance of the amended Terms to the extent permitted by applicable law.

24.3. Changes to Incorporated Policies

BBT may separately amend policies incorporated into these Terms, including its Acceptable Use Policy and Network Management Policy.

The current versions of BBT's applicable Broadband policies are available on BBT's website. Changes to those policies will become effective in accordance with the applicable policy, any notice provided by BBT, and applicable law.

25. NOTICES

Unless a particular method of notice is required by applicable law, BBT may provide notices concerning the Broadband Service or these Terms by reasonable means, including email, bill message or insert, regular mail, posting to Customer's online account, or other communication using the contact information associated with Customer's account.

Customer is responsible for keeping Customer's contact information current and promptly notifying BBT of changes to Customer's mailing address, email address, telephone number, or other account information.

26. CONTACT INFORMATION

Questions concerning Broadband Service, billing, technical support, or these Terms may be directed to BBT using the applicable contact information available on BBT's website at www.bigbend.com.

The most current versions of these Terms and BBT's applicable Broadband policies are available at www.bigbend.com/legal/.