

Central Link Broadband  
155 N League Ranch RD  
Waco, TX 76705-4917

## Internet Services and Central Link Broadband Agreement

This Internet Services and Central Link Broadband Agreement (the "Agreement") is between Central Link Broadband and the Customer shown at the end of this document and consists of (i) this document and (ii) the Customer's Quotation of Services (see below). This Agreement may be executed by facsimile and/or in multiple counterparts. Once executed by both parties, this Agreement is effective as of the Effective Date shown below.

**Definitions.** As used in this Agreement, "Service" means the provision of bandwidth for the transmission of data to and from the Internet through the Network together with Central Link Broadband services including 24x7 connectivity to the Internet and Central Link Broadband, as further defined in this Agreement and in the Quotation of Services ("Quote(s)"). "Network" means the network of routers, switches and communication channels that are owned or controlled by Central Link Broadband. The Quote is attached and marked as Exhibit A. Customer and Central Link Broadband may enter into subsequent Quote(s), which will automatically become part of this Agreement. Additional terms are defined in the Central Link Broadband Terms and Conditions, below. Central Link Broadband will begin installation and Service only after it receives and accepts: (i) the Quote; (ii) this Agreement signed by a Customer authorized representative; and (iii) the Initial Payment due under Section 1.1 of this Agreement. "Personnel" refers to employees, representatives, agents, contractors, or subcontractors.

1. **Service Fees And Billing.** Customer agrees to pay the monthly charges for Service, the activation and other charges indicated on the Quote or otherwise due hereunder (collectively, "Service Charges"). Service Charges do not include applicable taxes and shipping charges.

1.1 **Initial Payment.** Upon Central Link Broadband acceptance of the Quote and full execution of this Agreement, Customer shall be invoiced for all Service Activation Charges and the first month's Service Charges which shall be due upon installation, but in no event later than 30 days after the execution of this Agreement.

1.2 **Recurring Charges.** Central Link Broadband will bill Customer monthly in advance. Billing for monthly service will begin 30 days from Installation of Central Link Broadband's equipment at the Customer's location. If, however, Customer is unable to use the Services commencing on the Installation Date due solely to delays caused by and within the reasonable control of Central Link Broadband, the date on which monthly Service billing begins will be extended by one day for each such day of delay.

1.3 **Payment.** All Service Charges and other fees will be due in U.S. dollars at the earlier of (a) prior to the first day of each new month's service and (b) within thirty (30) days of the date of invoice. Late payments will accrue interest at a rate of five and one-half percent (5 ½%) per month or the highest rate allowed by applicable law, whichever is lower. Central Link Broadband will charge a \$50 late payment penalty fee if payment is not received 10 days from payment date. If payment is returned to Central Link Broadband with insufficient funds, Customer is considered to not have paid and subject to a returned check charge of \$50 and may be terminated for Nonpayment as described in 13.1.

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2. Central Link Broadband

2.1 **Use of Space.** Central Link Broadband grants Customer the right to operate Customer Equipment at Central Link Broadband, as specified on Customer's Quote. Except as specifically provided herein, Customer expressly assumes all risk of loss to Customer Equipment at Central Link Broadband. Customer shall be liable to Central Link

Broadband for any damage to the Central Link Broadband facility, Central Link Broadband Equipment or equipment of other Central Link Broadband customers caused by Customer, Customer Equipment or Customer's personnel.

2.2 Customer Equipment Installation and Removal. Customer is responsible for all aspects of installation and removal of Customer Equipment, including bringing appropriate equipment, tools and packaging materials. Customer will install Customer Equipment in the Central Link Broadband after obtaining the appropriate authorization from Central Link to access Central Link Broadband premises. Customer will remove all packaging for Customer Equipment promptly after installation. Should Customer use an agent or other third party to deliver, install or remove Customer Equipment, Customer will be solely responsible for the acts of such party. At Customer's option, Central Link Broadband will remove and package Customer Equipment and place Customer Equipment in a designated area for pick-up, on the condition that Customer either provide or pay for all needed packaging plus pay Central Link Broadband packaging fees and charges. Within five (5) days after authorization from Central Link Broadband Customer will remove Customer Equipment from the designated area or arrange on a pre-paid basis for a carrier to pick-up and ship such equipment to Customer. Customer may request Remote Hands Service for the purpose of installation of equipment that has been shipped preconfigured by customer to Central Link Broadband.

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2.7 Acceptable Use Guidelines. Customer will at all times comply with and conform its use of the Service to the Central Link Broadband Acceptable Use Guidelines (set forth at Central Link Broadband website), as updated from time to time. In the event Customer violates Central Link Broadband Acceptable Use Guidelines, Central Link Broadband shall have the right to immediately suspend Service. Central Link Broadband will provide notice and opportunity to cure, if and to the extent Central Link Broadband deems practicable, depending on the nature of the violation and availability of the Customer. Central Link Broadband in its reasonable discretion, may re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future.

2.8 Updates. Central Link Broadband may update the Central Link Broadband Acceptable Use Guidelines from time to time by posting such updates on Central Link Broadband website. References herein to the Central Link Broadband Acceptable Use Guidelines shall mean the most updated version of such policies or procedures posted on Central Link Broadband web site. Central Link Broadband shall notify Customer of any material changes to its policies and procedures.

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2.10 Illegal Use. Customer will cooperate in any investigation of Customer's alleged illegal use of Central Link Broadband facilities or other networks accessed through Central Link Broadband. If Customer fails to cooperate with any such investigation, Central Link Broadband may suspend Customer's Service. Additionally, Central Link Broadband may modify or suspend Customer's Service in the event of illegal use of the Network or as necessary to comply with any law or regulation, including the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by Central Link Broadband

2.11 Address Space. Central Link Broadband will assign IP addresses to Customer as required if required. Addresses assigned to Customer by Central Link Broadband may only be used while a Central Link Broadband customer. .

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4. Other Networks. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. Central Link Broadband is not responsible or liable for performance or nonperformance of such networks or their inter-connection points.

5. Resale. Customers can not resale internet access.

6. Paragraph retained as a placeholder.

7. NO WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES AND THE COLOCATION SPACE IS AT CUSTOMER'S OWN RISK. CENTRAL LINK BROADBAND DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CENTRAL LINK BROADBAND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

8. Disclaimer of Third Party Actions and Control. Central Link Broadband does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. Central Link Broadband cannot guarantee that such situations will not occur and, accordingly, Central Link Broadband disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, Central Link Broadband shall have the right to suspend the Service. Central Link Broadband shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the Network or its operations.

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10. Limitations of Liability.

10.1 Personal Injury. Central Link Broadband will not be liable for any harm or personal injury to Customer personnel or customers resulting from any cause, other than Central Link Broadband's gross negligence or willful misconduct.

10.2 Damage to Customer Equipment. Central Link Broadband is not liable for damage to, or loss of any of Customer Equipment resulting from any cause, other than Central Link Broadband's gross negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged Customer Equipment, or the total amount paid by Customer to Central Link Broadband for one month's service, whichever is lower.

10.3 Damage to Customer Business. In no event will Central Link Broadband, its representatives or sub-contractors be liable for any incidental, punitive, indirect, or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service (except as set forth in Section 6) or any other similar claims by Customer or related to Customer's business, even if Central Link Broadband is advised of the possibility of such damages. Central Link Broadband will not be liable for any damages or expenses incurred by Customer as a result of any deficiency, error, or defect in Central Link Broadband service whether due to equipment, hardware, software, or Central Link Broadband's failure to correct the same.

10.4 Maximum Liability. Notwithstanding anything to the contrary in this Agreement, Central Link Broadband's maximum aggregate liability to Customer related to or in connection with this Agreement whether under theory of

contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by Customer to Central Link Broadband for one month's service.

## 11. Indemnification.

11.1 By Customer. Customer will indemnify, defend and hold harmless Central Link Broadband, its directors, officers, employees, affiliates, representatives, sub-contractors and customers (collectively, the "Central Link Broadband Covered Entities") from and against any and all claims, actions or demands brought against any of the Central Link Broadband Covered Entities alleging: (a) with respect to the Customer's business: (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Guidelines; (b) any loss suffered by, damage to or injury of any other Central Link Broadband customer, any other customer's equipment or any other customer's representatives, employees or agents, which loss, damage or injury is caused by or otherwise results from acts or omissions by Customer, Customer representative(s) or Customer's designees; (c) any personal injury suffered by any Customer personnel arising out of such individual's activities related to the Services, unless such injury is caused by Central Link Broadband's negligence or willful misconduct; or (d) any other damage arising from the Customer Equipment or Customer's business, (collectively, the "Customer Covered Claims"). Customer agrees to reimburse Central Link Broadband for the expense and cost of handling such claims including, without limitation, legal fees.

11.2 Notice Procedure. Central Link Broadband will provide Customer with prompt written notice of each Customer Covered Claim of which Central Link Broadband becomes aware, and, at Central Link Broadband's sole option, Central Link Broadband may elect to participate in the defense and settlement of any Customer Covered Claim, provided that such participation shall not relieve Customer of any of its obligations under this Section 11. Customer shall have the right to control the defense of any Customer Covered Claim. Customer will provide Central Link Broadband with prompt written notice of each Central Link Broadband Covered Claim of which Customer becomes aware, and at Customer's sole option, Customer may elect to participate in the defense and settlement of Central Link Broadband Covered Claim, provided that such participation shall not relieve Central Link Broadband of any of its obligations under this Section 11. Central Link Broadband shall control the defense of any Central Link Broadband Covered Claim.

12. Term. This Agreement will commence on the Effective Date and shall expire at the end of the last "Term" specified in any Quote, unless sooner terminated as provided in Section 13 below, provided, however, that each Quote shall automatically renew at regular rate for additional periods of the same length as the initial Term upon the end of its Term unless one party provides the other written notice that it is terminating such Quote not more than 90 days and not less than 30 days prior to the end of the Term specified in the Quote. Agreement will renew at regular rate as specified by Central Link Broadband rate form unless terminated as specified in this document or if customer signs a new quote with Central Link Broadband for these services.

## 13. Termination.

13.1 Nonpayment. Central Link Broadband may suspend Service to Customer if any amount due hereunder is not paid in full within fifteen (15) days after Customer is sent an overdue notice. To reinstate Service, Central Link Broadband will require a reconnection fee of \$100.00. Central Link Broadband may terminate this Agreement (or at its option, only the relevant Quote) if any amount due hereunder is not paid in full within thirty (30) days after Customer is sent an overdue notice.

13.2 Bankruptcy. Central Link Broadband may terminate this Agreement upon written notice to Customer if Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

13.3 Unacceptable Use. Central Link Broadband may immediately terminate this Agreement if Customer violates any provision of the Central Link Broadband Acceptable Use Guidelines that results or could result in suspension by Central Link Broadband.

13.4 For Other Cause. Except as otherwise stated, either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the same.

13.5 Effect of Termination. Upon expiration or termination of this Agreement: (a) Central Link Broadband will cease providing the Services; (b) except in the case of termination by Customer pursuant to Section 13.4, all of Customer payment obligations under this Agreement, including but not limited to monthly Service Fees through the end of the Term indicated on the Quote(s) will become due in full immediately.

14. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

#### 15. Miscellaneous Provisions.

15.1 Force Majeure. Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

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15.3 Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

15.4 Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to an affiliate or a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

15.5 Notices. Any required notice hereunder may be delivered personally or by courier; sent by confirmed facsimile; or mailed by registered or certified mail, return receipt requested, postage prepaid, to either party at the name and address on the signature page of this Agreement, or at such other address as such party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered personally or by courier, or five (5) days after it is sent by confirmed facsimile or mailed.

15.6 Relationship of Parties. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

15.7 Changes Prior to Execution. Customer represents and warrants that any changes to this Agreement made by it were properly marked as changes and that Customer made no changes to the Agreement that were not properly identified as changes.

15.8 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding its conflict of laws principles.

16. General. This Agreement, together with the Quote(s) and Central Link Broadband policies referred to in this Agreement is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect. In the case of international, federal, state or local government orders, Customer purchase order must contain the following language: "This purchase order is being used for administrative purposes only and is subject to the terms and conditions of the Central Link Broadband Agreement executed between Customer and "Central Link Broadband."

**CUSTOMER**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax