



Commercial Subscriber Agreement

CONTRACTS. A contract is required for Commercial Services. This document will serve as the default contract unless a specific contract is written and agreed to by all parties which supercedes it. In this document "TCI" refers to Triple Crown Internet, Inc, and "Customer" refers to the Company/Organization desiring Services from TCI.

SERVICE PERIOD. The Term commences on the Installation Date and continues for 24 months following the Installation Date. Upon expiration of the initial term, this Agreement shall automatically renew for a new 12 month term at TCI's then-current applicable rates, unless either party terminates the agreement by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

We believe if we provide a quality service, you will be happy to keep using it!

BILLING. TCI will bill Customer directly for the Services in accordance with the above Stated Rates. The Stated Rates shall be exclusive of taxes and external fees including, but not limited to, PUC and other governmental fees. Taxes and external fees are subject to change from time to time. TCI Services are billed in advance. A due date will be assigned based upon your install date, or customer may choose a date for billing. If a different date is chosen as the billing date, prorated charges up to that date will be added to the next bill. Upon install, the install fee and one month's fees are due. Bills are due on the billing date and services will be disconnected if not paid within a 25 day grace period. There is a reconnect fee to turn on service once disconnected. If disconnected 60 days, the equipment will be removed and it will require a new connect with a full install fee plus reconnect fee to renew services. Late payments shall be subject to a \$50 late payment processing fee. All amounts not paid by the due date shall accrue interest at the lesser of 1 ½% per month compounded monthly or the highest rate allowed by law until paid in full.

EARLY TERMINATION CHARGES. If the Customer terminates this Agreement or Services are disconnected before the end of the committed Term AND TCI is not in default per Definition below, Customer shall pay TCI an early termination charge equal to fifty percent (50%) of the unpaid balance of the Recurring Charges that would have been due throughout the remainder of the Term plus one hundred percent (100%) of any outstanding current account balance.

PAYMENTS. For your convenience, our website at www.triplecrowninternet.com or www.tci-texas.com is linked to a billing and payment portal. You can pay online by credit card or check. For credit card and check payments, you can set up automated recurring payments.

We will also accept checks at our Plains TX office by US Mail or by depositing in the drop box next to the front door. Please do not use cash in the drop box. Cash is accepted in the office only. Mailing address is:

Triple Crown Internet, PO Box 720 Plains, TX 79355-0720

USAGE. TCI has provided a detailed Internet Policy document on the TCI website at www.triplecrowninternet.com. By using TCI web access services, you are agreeing to these terms as a condition of service. This policy may change without notice. Updates to this policy will be placed on TCI's Legal Notices Page. Purchased data speeds are not guaranteed but are best efforts to provide. There are links to Speed Test services on the TCI website. These sites will give you a general idea of the performance you are receiving. Please note: TCI only controls the speed within the local network. Access to websites are dependent on many factors outside of our control. Network Congestion and the Number of connected devices are just a few examples of factors that affect perceived speeds. TCI utilizes 100 % Fiber Optics for internet backhaul services.

EQUIPMENT. TCI will install, maintain, service, operate and upgrade any TCI owned/leased Equipment on the Premises. TCI will maintain the Equipment in accordance with industry standards and the requirements of applicable law and regulations. Customer agrees to provide, without charge, adequate space (in locations mutually acceptable to the parties) and electricity for the Equipment. TCI will have the right to make use of all existing poles, conduits, wiring and other facilities and equipment on the Premises which Customer owns or controls. The Equipment shall always be owned by TCI and shall not be a fixture of the Premises. Neither Customer nor the owner of the Premises shall have any right, title or interest in the Equipment. Upon the later of the expiration or termination of this Agreement, or the expiration of TCI's legal right to provide service to the Premises, TCI may remove reasonably accessible Equipment from the Premises within a reasonable time.

CUSTOMER'S REPRESENTATIONS AND AGREEMENTS. Customer represents to TCI that Customer is the legal owner or tenant of the Premises, and that no other person has any rights in the Premises that conflict with TCI's rights under this Agreement. Customer shall not attach to or use, and shall not allow anyone else to attach to or use, the Equipment for any purpose without TCI's prior written consent. Customer shall use its best efforts to comply with all applicable theft of service laws. At TCI's request, Customer, or a representative designated by Customer, shall accompany TCI's employees or agents into any part of the Premises for the purpose of installing Equipment. The person signing this Agreement on behalf of Customer represents that he/she is Customer's authorized agent and has full authority to bind Customer to the terms and conditions of this Agreement. If Customer is not the owner of the premises, Customer represents that he/she has obtained all necessary permissions from the owner to enter into this Agreement.

INTERNET SECURITY. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using industry standard or required security methods including appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.

INTERRUPTION OF SERVICES. For any interruption of Service that is not due to negligence; or non-compliance with any term or condition of this Agreement by Customer; or the failure of operation or malfunction of facilities,

power or equipment provided by the Customer; Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TCI receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/8 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TCI's sole liability for any Service outage.

LIMITATION OF LIABILITY. TCI SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY IN ERROR AND PAID TO TCI OVER THE MOST RECENT THREE MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TCI LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS THREE (3) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY.

EASEMENT/INSTALLATION/EQUIPMENT/CUSTOMER ROLES AND RESPONSIBILITIES. Customer grants to TCI a right of access to the Premises as necessary for the installation, maintenance, service, operation and removal of the Equipment and the marketing and provision of the Services. At TCI's request, Customer shall execute an easement in a form provided by TCI that TCI may record on the County property records for the Premises. TCI shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer's premises where TCI equipment terminates. In no event shall TCI be responsible for connecting, installing or wiring past the demarcation point unless there is a specific time and materials agreement to do so. Customer agrees and acknowledges that it shall be Customer's sole responsibility to provide and arrange for all necessary wiring and equipment. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, right to make use of all existing poles, conduits, wiring and other facilities on the premises which Customer owns or controls (the "Premises"), a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer's Premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TCI under this Agreement. Neither Customer nor the owner or any resident of the Premises shall have any right, title or interest in the equipment past the demarcation point. Customer is

responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TCI. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer's passwords or access to Customer's equipment or systems with or without Customer's knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer's passwords, equipment or systems.

INDEMNITIES. TCI shall repair any damage to the Premises caused by TCI, its agents or employees. TCI shall hold harmless and indemnify Customer from and against any and all losses or damages arising from or with respect to TCI's installation, maintenance, service, removal or operation of the Equipment, except to the extent caused by Customer's negligent or intentional acts or omissions, its agents or employees, or any resident of the Premises. Customer shall pay TCI all costs to repair or replace any Equipment damaged by Customer, its agents or employees, or any resident of the Premises or purchase the applicable Protection Plan offered by TCI. Customer shall hold harmless and indemnify TCI from and against any and all losses or damages arising from or with respect to the negligent or intentional acts or omissions of Customer, its agents or employees, or any employee or resident of the Premises, and any claim, demand, legal proceeding or similar action instituted by any person or entity providing any services to the Premises as of or prior to the date of this Agreement. The indemnity obligations of the parties shall survive any expiration or earlier termination of this Agreement.

ASSIGNMENT. This Agreement may be assigned by either party without the consent of the other party. An assignment by TCI shall release TCI from any and all obligations arising after the later occurrence of the effective date of such assignment and the date Customer is first notified of the assignment or pending assignment. This Agreement shall be automatically assigned by Customer to the transferee in the event of the sale, assignment or transfer of all or any part of the Premises or upon the assignment or transfer of any management contract that may exist for the Premises. Customer shall provide TCI with at least thirty (30) days' prior written notice of any sale, assignment or transfer of Customer's interest in the Premises, including any assignment or transfer of any management agreement existing on the Premises. Such notice shall include the name and address of the prospective transferee and the anticipated effective date of the sale, assignment or transfer. Customer further agrees to provide a copy of this Agreement to any prospective transferee.

NOTICES. Any notice to be given under this Agreement shall be in writing and shall be delivered personally, sent postage prepaid by U.S. certified mail, or by facsimile with electronic confirmation to the addresses set forth above or to such other addresses as the parties may designate in writing. Customer shall also send a duplicate copy of any notice to TCI's local office at the address set forth above. Delivery of any notice shall be effective upon receipt for U.S. certified mail, on the facsimile confirmation date for facsimile, or on the date delivered for personal delivery.

TROUBLE REPORTS. Please report any problems or service outages to TCI by use of the Contact reporting form on the website if possible, or if your web access is unavailable call the central office number and leave a report of the problem. TCI will report known problems if possible, and scheduled outages on the TCI website and Facebook page.

TCI welcomes your feedback and suggestions. At TCI, we Strive to provide Robust and Reliable services to each community we serve.

REMEDIES UPON DEFAULT. If either Customer or TCI fails to substantially perform its obligations under this

Agreement, the other party may terminate this Agreement upon thirty (30) days written notice, or pursue any other remedy at law or in equity, including specific performance. This Agreement shall not be terminated if the party in default cures or begins to correct the default within the thirty- (30) day period and diligently proceeds to cure the default within a reasonable time. The rights and remedies herein shall be cumulative, and the exercise of one shall not preclude or act as a waiver of any other right or remedy. Neither party shall be deemed to be in breach of this Agreement if it is unable to perform its obligations hereunder as a result of loss of its legal authority to provide the Services to the Premises or the occurrence of any event beyond such party's reasonable control.

WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, TCI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT OR SERVICES, INCLUDING, BUT NOT LIMITED TO, AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TCI shall not be liable for any indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

CONFIDENTIALITY. The parties will hold the terms and conditions of this Agreement in confidence, and will not reveal the same to any person or entity except with the written consent of the other party; to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; or in order to enforce its rights pursuant to this Agreement.

MISCELLANEOUS PROVISIONS. This Agreement, including any exhibits or addenda, contain the entire understanding of the parties with respect to the Premises, and supersedes any prior written agreement, or any prior or contemporaneous oral agreement or representation between the parties with respect to the Premises. This Agreement shall not be amended except by a written agreement signed by the parties. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. This Agreement shall be governed by the laws of the state in which the Premises are located. This Agreement may be executed in counterparts and delivered by facsimile or electronically, each counterpart shall be considered an original, and together shall be deemed an original instrument.

SEVERABILITY. If any one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way.

Acceptance. By signing on the Web Form, or on a hard copy, the customer is indicating understanding and acceptance of this agreement and agrees to verbal acceptance of the installation of the TCI supplied internet access equipment at completion of the intallation.