

Shawnee Communications, or any of its affiliates (hereinafter "Shawnee"), will provide and Customer will purchase services indicated above on the Terms and Conditions set forth in this Agreement.

Terms and Conditions

1. The Term Commitment shall begin as of the "Service Activation Date" defined herein as the date of service installation. Customer acknowledges that this Agreement is between Customer signing this Agreement and Shawnee, on behalf of itself and its affiliates and successors. Shawnee exercises no control over and accepts no responsibility for the content of the information passing through Shawnee's host computers, network hubs and points of presence (the "Shawnee Network"). EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 BELOW, SHAWNEE (a) MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICES AND EQUIPMENT IT IS PROVIDING, AND (b) DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Use of the information obtained via the Shawnee Network is at Customer's own risk. Shawnee specifically denies any responsibility for the accuracy or quality of information obtained through its services. Shawnee shall not be liable for any delay or failure in performance due to Force Majeure, which shall include without limitations, acts of God, earthquake, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or other occurrences which are beyond Shawnee's reasonable control. Customer is responsible and acknowledges 100% liability and responsibility for all customer network security systems, firewalls and any other network security necessary to protect customers' data, systems or networks. Service may not be available in all areas. Actual downstream and upstream throughput speeds will vary. The downstream and upstream access speed or sync rate is measured between network interface device at the customer's location and the Central Office or Remote Terminal. Speed tests should be conducted with wired devices.

2. All use of the Shawnee Network and the service must comply with the then-current version of Shawnee's Acceptable Use Policy ("AUP") which is made a part of this Agreement and reserves the right to amend this AUP available at www.shawnee.com/aup. Shawnee reserves the right to amend this AUP from time to time, effective upon posting of the revised AUP at the URL or other notice to Customer. Shawnee reserves the right to suspend the service or terminate this Agreement effective upon notice for a violation of the AUP. Customer agrees to indemnify and hold harmless Shawnee from any losses, damages, costs or expenses resulting from any third party claim or allegation ("Claim") arising out of or relating to use of the service, including any Claim, which if true, would constitute a violation of the AUP. Descriptions of the domain name, mail, news services and other network applications available in connection with this service, are set forth at www.shawnee.com. Shawnee reserves the right to change these network settings and/or network applications from time to time, effective upon posting of the changes to that URL or other notice to the customer.

3. UNDER NO CIRCUMSTANCES SHALL SHAWNEE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICE OR PRODUCTS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole remedies for any claims relating to this service or the Shawnee Network are set forth in Section 8 below.

4. Notwithstanding anything to the contrary stated herein, Shawnee's maximum liability hereunder will not exceed an amount equal to the total of the monthly recurring charges paid by Customer hereunder for the twelve (12) months preceding the month during which such liability arises.

5. Services provided by Shawnee are for the sole use of the Customer and not for resale or license of any nature whatsoever without prior written consent of Shawnee, which may be given or withheld at its sole discretion. Provisioning of Internet Service Provider (ISP) services directly or indirectly, including Internet access, electronic mail services, web hosting or any other like kind services is strictly a violation of this Agreement. Any Internet Protocol numbers ("IP Numbers") assigned to Customer by Shawnee in connection with the service shall be used only in connection with the service. In the event Customer discontinues use of a service for any reason, or this Agreement expires or is terminated for any reason, Customer's right to use the IP Numbers shall terminate.

6. Billing for Shawnee service will commence as of the Service Activation Date. The Installation Charge and first month's payment are due prior to the Service Activation Date. Customer will be billed at the advanced monthly rate indicated above based on the Terms and Conditions of this Agreement and as defined in the Acceptable Use Policy ("AUP") set forth www.shawnee.com/aup. Shawnee reserves the right to change the rates by notifying Customer 30 days in advance of the effective date of the change. Payment is due 21 days after date of invoice. Accounts are in default if payment is not received within 21 days after date of invoice. If payment is returned to Shawnee unpaid, Customer is immediately in default and subject to a returned check charge of \$35 from Shawnee. Accounts unpaid 21 days after date of invoice may have service interrupted or terminated and reconnection fees and/or deposits may be required. Such interruption does not relieve Customer of the obligation to pay the Monthly Fee. After the initial Term, only a written request to terminate Customer's service relieves Customer of the obligation to pay the Monthly Fee. Accounts in default are subject to any interest charge on the outstanding balance of the lesser of 1.5% per month or the maximum rate permitted by law. Customer agrees to pay Shawnee its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Agreement. Prices are exclusive of any taxes which may be levied or assessed upon the equipment or services provided hereunder. Any such taxes shall be paid by Customer. If Customer is exempt from otherwise applicable taxes, Customer must submit its tax identification number and exemption certificate at the same time it submits this Agreement. Internet prices are for service in the contiguous United States and do not include any local telephone service charges or network application fees.

8. Neither party may use the other party's name, trademarks, trade names or other proprietary identifying symbols without the prior written approval of the other party. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Shawnee may assign this Agreement or any of its rights hereunder to an affiliate or successor without Customer's written consent. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law.

9. Shawnee's affiliates or subcontractors may perform some or all of Shawnee's duties and/or obligations hereunder.

10. To ensure proper installation, Shawnee will install service lines and jacks required to receive service. Installation may be scheduled Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (excluding holidays). Installations that occur outside of standard business hours may incur additional fees. Scheduled maintenance shall be performed during a standard maintenance window on Tuesdays and Thursdays between 12 A.M. and 6 A.M. Central Time. No other notice of scheduled outages shall be provided to customers unless published at <https://www.facebook.com/shawneecommunications>.

11. Subscriber is solely responsible for providing electrical power at its service location to power the products and services provided under this Agreement. Without regard to whether Shawnee makes back up batteries available for free or for sale, Subscriber remains solely responsible for having and maintaining back up batteries, including regular charging and maintenance. Shawnee will pass through manufacturer warranties to the extent allowed by the manufacturers but OTHERWISE PROVIDES NO INDEPENDENT REPRESENTATIONS OR WARRANTIES FOR BACK UP BATTERIES AND RELATED EQUIPMENT THAT SHAWNEE PROVIDES OR SELLS.

12. This Agreement supersedes all previous and contemporaneous written and oral representations, understandings or agreements related to the subject matter herein and shall prevail notwithstanding any variance with terms and conditions or any order submitted. Acceptance of this Agreement by Shawnee may be subject, in Shawnee's absolute discretion, to satisfactory completion of a credit check. Activation of service shall indicate Shawnee's acceptance of this Agreement.

USDA is an equal opportunity provider, employer, and lender. Shawnee is an equal opportunity provider and employer.

El Departamento de Agricultura de Estados Unidos (USDA) es un proveedor, empleador y prestador que ofrece igualdad de oportunidades. Shawnee es un proveedor, empleador y prestador que ofrece igualdad de oportunidades.