

BOLT Fiber Optic Services

A division of Northeast Rural Services, a wholly owned subsidiary of Northeast Oklahoma Electric Cooperative

Customer Agreement

PO Box 399, Vinita, OK 74301 / 844.256.BOLT

Eligibility for BOLT Services

BOLT endeavors to make the Services available to as many people as quickly as possible. You agree that it is in BOLT's sole discretion whether any of the Services are made available to a particular domicile. If an installation fee is paid for the provision of the Services at a particular domicile and BOLT, in its sole discretion, does not initiate the installation of Equipment or provision of the Services to that domicile for any reason other than your failure to abide by the Agreement, BOLT will refund the installation fee. You agree to provide BOLT with all the necessary access to the domicile to install and configure the Equipment necessary for you to receive the Services. If you rent or otherwise do not own your domicile, you may be asked to prove that you have received all permissions necessary for BOLT to perform installation services. The Customer must agree to purchase a minimum of the Limited Package of Internet, Video and or VOIP.

Video Agreement Term – Customer agrees to a two (2) year term for video service only, with subscribing to at least the minimum package for consecutive months. In the event of early termination of video service BOLT will charge customer the remainder of the term at the lowest package price available. Full terms and conditions can be found on our website.

Equipment and Software

In order to receive BOLT's Services, BOLT will provide to you certain equipment ("Equipment"). The Equipment shall remain the property of BOLT. You may not loan, transfer, or assign the Equipment to another party. You are responsible for any loss, theft or damage of the Equipment. You are responsible for the receipt of Services on Equipment and any property you own. You are liable for charges incurred in the use of the Equipment. BOLT is not responsible for the maintenance, operation, service, or repair of any of the Customer's property connected to the Services including, without limitation, television, computer, telephone or any other device ("Property"). The Equipment may incorporate software which is owned by BOLT or its third party licensors (the "Software"). BOLT, to the extent permitted by law, grants you a personal, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license is for the sole purpose of allowing you to use the Services. You may not copy, modify, distribute, sell or lease as part of the Services or Software.

Payment – In return for receiving BOLT services, you promise to pay BOLT as follows:

Recurring Charges – You will pay in advance, at our rates in effect at the time, for all Services ordered by you or anyone else who uses the Equipment or who uses your Property, with or without your permission, until the Services are canceled. The outstanding balance is due in full each month. **Taxes** – You will pay all state and local taxes or other governmental fees and charges. **Installation and Other Administrative Fees.** BOLT will charge fees that arise in specific circumstances to those customers responsible for them. These fees, and any other applicable fees, may be reviewed at <http://www.boltfiber.com>. **Billing Statements.** BOLT will send you a statement for each billing cycle. The statement will show, payments, credits, purchase and any other charges to your accounts, the amount you owe BOLT and the payment due date. If you have questions you must contact BOLT within 60 days of received statement in question. **Collection Costs.** If you fail to pay amount you owe BOLT, you may be subject to collections by BOLT or your account may be referred to a third party collection agency. The full Payment terms are located on our website at www.boltfiber.com.

Customer Information

You represent that you are at least 18 years of age and a resident of the United States. You agree to provide true, accurate, current contact information and maintain and promptly update your contact information. You are responsible for maintaining the confidentiality of your password and account email address used for online billing and account maintenance at www.boltfiber.com. You may authorize family or other household members or designated persons to act on your behalf in managing your account.

Changes in Contract Terms

BOLT reserves the right to change the terms and conditions on which it offer services, if BOLT makes changes we will attempt to send you notice containing the effective date of such changes.

Cancellation – The term of this Agreement is indefinite and Services will continue until canceled as provided herein. BOLT will automatically renew services unless you notify us that you wish to cancel it. Certain Services may require a minimum term. You may cancel Services by notifying BOLT. BOLT may cancel your Services at any time if you fail to pay amounts owing due, breach of any other material provision incorporated in the full terms and conditions. You will incur fees and charges as a result of your receipt and use of our Services and/or Equipment, and you may incur fees for early cancellation on Services requiring a term Agreement.

The terms and conditions surrounding our Privacy Policy, Limits on BOLT's Responsibility and Resolving Disputes can be found on our website.

Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail or sent via email per the address you provided BOLT. The interpretation and enforcement of the Agreement and any disputes with BOLT shall be governed by the rules and regulations of the FCC and laws of the State of Oklahoma.

I, the Customer, have read and understand the above agreement, and recognize that the full scope of the terms and conditions are located on the BOLT website at www.boltfiber.com. By signing this agreement you agree to the terms and conditions incorporated herein and acknowledge receipt of a signed copy.

Customer Signature

Date

Printed Customer Name

BOLT Representative

Date