

BOLT CUSTOMER AGREEMENT

Welcome to **BOLT Fiber Optic Services (“BOLT”)**. **BOLT** provides broadband fiber optic services including, television and video access (“Television Service”), high speed Internet access (“Internet Service”), and facilitates the provision of Voice over Internet Protocol (“VOIP”) through a third party provider (referred to collectively as “Services”).

By accepting the provision of the Services, you agree to the terms and conditions of this Customer Agreement and any exhibits attached hereto (“Agreement”) and represent that you are at least 18 years old and capable of entering into a legally binding agreement on behalf of yourself and others in your domicile who may utilize the Services.

You may contact **BOLT 24** hours a day, any day of the year

by calling:

918-256-6405 or

1-844-256-BOLT

by sending an email to:

info@boltfiber.com; or

by writing to:

BOLT Fiber Optic Services

Northeast Rural Services, Inc.

P.O. Box 399

Vinita, OK 74301.

You may also access **BOLT’s** website at

<http://www.boltfiber.com>.

For billing inquiries, please call 918-256-6405 or 1-844-256-6405 between 8 a.m. and 4:30 p.m. Monday through Friday, excluding nationally recognized holidays.

TERMS OF SERVICE

1. ELIGIBILITY FOR BOLT SERVICE

(a) **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.

(b) Your payment of an installation fee for the Services to be provided at a particular domicile does not obligate **BOLT** to provide any of the Services to that 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.

(c) You agree to provide **BOLT** with all necessary access at the domicile to install and configure the Equipment necessary for you to receive the Services. You agree that **BOLT** may install Equipment outside or affixed to the building(s) located at the domicile. You also agree that any person present at the domicile may grant access and authorize **BOLT** to perform installation services in and around the building(s) located at the domicile, and that such authorization will have the same effect as if you had authorized the installation services yourself. You further agree that **BOLT** may use, and that you have the necessary permissions to approve **BOLT**'s use of, existing facilities, including existing wiring in and around the buildings(s) located at the domicile, in performing the installation services.

(d) 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. **If BOLT incurs any costs, including attorneys' fees, because you did not get the necessary permission(s) for BOLT to install the Equipment necessary for the Services, you are responsible for reimbursing BOLT for those costs.**

2. EQUIPMENT AND SOFTWARE

(a) Equipment for the Services. 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").

(b) Software. 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 any part of the Services or Software. If you do not agree to these terms, you may not use the Equipment and may not activate the **BOLT** services and should immediately return the Equipment to **BOLT**. These terms also apply to any modifications, updates or supplements to the Software provided to you. In addition, you agree to allow **BOLT** or its agents to send Software to your Property and to configure your Property when necessary to provide

Services, even if doing so changes, adds or removes features or functionality of any such Property. Absent gross negligence or willful misconduct, **BOLT** will not be responsible for any damage to your Property arising from such activities. In the event of such damage, **BOLT's** maximum liability to you is \$200 for the cost of repairs. If you are not the owner of the Property, you are responsible for obtaining any necessary approval from the owner to allow us to access this Property and to perform the activities necessary for providing Services.

3. TELEVISION SERVICE

(a) Program Choices. **BOLT** provides a number of Television Service packages. You must subscribe to a base package in order to receive other Television Service. Various programming packages have their own rates, terms and conditions. Information about program choices can be found at <http://www.BOLTfiber.com>.

(b) **BOLT DVR Service.** **BOLT** Whole Home DVR Solution Service (“DVR Service”) is a separately sold service available to customers with DVR-enabled Equipment. **BOLT** DVR Service gives you the ability to see and record televised programs. **BOLT** does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for viewing. Any program that you record is copyrighted material of the third party that supplies it and is protected by copyright and other applicable laws. You may not reproduce, publish, broadcast, or redistribute any program that you record without the written permission of the third party that supplied it, except to the extent allowed under the “fair use” provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that **BOLT** will have no liability to you, or anyone else who uses your **BOLT** DVR Service, with regard to any televised programs that are recorded with the **BOLT** DVR Service. **BOLT** may, at its discretion, from time to time change, add or remove features of the **BOLT** DVR Service or change the fee for **BOLT** DVR Service.

(c) Pay Per View. **BOLT** provides Pay Per View Service. You may order by using your on-screen guide and remote control, by ordering at <http://www.BOLTfiber.com>; or by calling us. Various fees apply to Pay per View Services. Repeated cancellation of previously ordered Pay Per View Services may result in cancellation of your account, restrictions on your ability to order Pay Per View Services, or imposition of additional fees for Pay Per View Services.

(d) On Demand. **BOLT** provides on Demand service. Information regarding On Demand service is available at <http://www.BOLTfiber.com>

(e) Subscriber Changes. You may change your Television Service package by notifying **BOLT**. You may be charged a fee for such changes and will be charge additional fees for upgrades in Service.

(f) **BOLT's Programming Changes.** **BOLT** provides programming through third party providers. **BOLT** reserves the right to change, add or delete programming packages, the selections in those packages, prices, and any other Service offered. **BOLT** will attempt to notify customers a month in advance of any such change and its effective date. You have the right to cancel the Television Service when a change in programming or costs occur; however, fees and charges may apply to cancellation. If you do not cancel, your continued receipt of the Television Service will constitute acceptance of any such change.

(g) **Acceptable Use Policy.** The Television Service is for your private use only. You shall not use the Television Service for public viewing or commercial gain. You may not resell, rebroadcast, or retransmit on the internet or similar services the programming, and may not charge admission for its viewing or transmit or distribute running accounts of it. **BOLT** may revoke or suspend its Services if this provision is violated. **BOLT** or any programming provider may prosecute violations of the foregoing.

(h) **Blackouts.** Third party providers may arrange for certain programming, including sports events, to be blacked out in your local reception area. You may visit <http://www.boltfiber.com> for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to cancellation of your Services and/or legal action.

(i) **Parental Control and Viewing Restrictions.** It is your responsibility to impose any viewing restrictions on other family members or guests as you think appropriate. **BOLT** is not responsible to you or anyone else based on the content of our programming. Please visit <http://www.boltfiber.com> for information on parental controls, locks and limits and password protection on your account.

(j) **Change of Address.** You must notify **BOLT** immediately of any change in your name, mailing address, domicile address, or telephone number.

4. VoIP SERVICE

(a) **BOLT** facilitates the provision of VoIP through a third party provider ("VoIP Provider"). **BOLT** is not a telecommunications provider and is not a reseller of telecommunications or VoIP.

(b) A copy of the VoIP Service Agreement is attached hereto as Exhibit A. **BOLT** will present such agreement and will serve as the agent of the VoIP Provider for the purpose of providing certain customer service support and billing and collection services.

(c) Certain E911 service may not be available through VoIP or may be in some way limited by comparison to traditional E911 service. Such circumstances include, but are not limited to, relocation of the end user's IP-compatible CPE, use by the end user of a non-native telephone number, broadband connection failure, loss of electrical power, and delays that may occur in making a Registered Location available in or through the ALI database.

5. INTERNET SERVICE

(a) The Internet Service. **BOLT** provides a number of Internet service packages (“Internet Service”) that have their own rates, terms and conditions. Information about the Internet Service can be found at <http://www.boltfiber.com>.

(b) Acceptable Use Policy. This Acceptable Use Policy (“AUP”) is intended to help enhance the use of the Internet by preventing unacceptable use. All users of **BOLT**’s Internet Service must comply with this AUP. **BOLT** does not actively monitor, censor, or directly control any information that is stored or transmitted through the Internet Services. **BOLT** does not exercise editorial control over any content or uses of the Internet Service except for our proprietary websites. Violation of the rules of this AUP may result in any action detailed in Section 5(b)(3) in addition to suspension or termination of your Internet Services. Furthermore **BOLT** expressly reserve our rights under the law to take any other actions **BOLT** deems necessary. You remain solely liable for your use of **BOLT**’s Internet Service and any content that you upload, download, or transmit through it. You must exercise best efforts to ensure the security and integrity of your network or systems used to access the Internet Service.

(1) The following uses of the Internet Services are not allowed:

- (i) Transmitting any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations;
- (ii) Harming, or attempting to harm, minors in any way;
- (iii) Transmitting any material that threatens or encourages bodily harm or destruction of property or harasses another;
- (iv) Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information;
- (v) Making fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” and “chain letters.”
- (vi) Forging of any TCP-IP packet header, e-mail header or any part of a message header (this prohibition does not include the use of aliases or anonymous remailers);
- (vii) Transmitting any unsolicited commercial e-mail or unsolicited bulk e-mail (activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial, are prohibited);

- (viii) Accessing, or attempting to access, the accounts of others, or to penetrate, or attempt to penetrate security measures of **BOLT's** or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- (ix) Infringement of intellectual property rights or other proprietary rights including, but not limited to, material protected by copyright, trademark, patent, trade secret, or other proprietary rights of any third party;
- (x) Collecting, or attempting to collect, personal information about third parties without their knowledge or consent;
- (xi) Reselling the Internet Service without **BOLT's** authorization;
- (xii) Posting or sending software or technical information in violation of U.S. export laws;
- (xiii) Engaging in any activity that adversely affects the ability of other people or systems to use **BOLT's** Internet Service or the Internet. This includes denial of service ("DoS") attacks against another network host or individual user (interference with or disruption of other network users, network services or network equipment, whether intentional or unintentional, is prohibited).

(2) **BOLT** may access, use and disclose information regarding your use of the Internet Service to:

- (i) Comply with the law;
- (ii) Enforce or apply this Agreement;
- (iii) Initiate, render, bill, and collect for services;
- (iv) Protect **BOLT's** rights or property and those of its customers; or
- (v) Protect users of the Internet Service and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such Internet Service.

(3) **BOLT** may take any one or more of the following actions in response to complaints:

- (i) Issue warnings: written or verbal;
- (ii) Suspend your account;
- (iii) Terminate your account;
- (iv) Bill you for administrative costs and/or reactivation charges; and
- (v) Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

6. PAYMENT

In return for receiving **BOLT** Services, you promise to pay **BOLT** as follows:

(a) Recurring Charges. You will pay in advance, at our rates in effect at the time, for all Services ordered by you or anyone 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. **BOLT** may, in its discretion, accept partial payments, which will be applied to the oldest outstanding statement. No “payment in full” notation or other restrictive endorsement written on your payments will restrict **BOLT**’s ability to collect all amounts owing to **BOLT**. If you do not pay your statements on time, **BOLT** may reduce your Services to a minimum service level, at rates in effect at the time, restrict the availability or renewability of your Services options, require immediate payment for Services ordered, or deactivate your Services.

(b) Taxes. You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed including any such taxes, fees or charges assessed against discounted fees or service credits.

(c) Installation and Other Administrative Fees. **BOLT** will charge fees that arise in specific circumstances to those customers responsible for them. These fees include installation, activation, additional equipment, late charges, change of service charges, deposits, deactivation, and returned payment. This list is not exclusive, and **BOLT** reserves the right to modify these fees to charge additional fees. These fees, and any other applicable fees, may be reviewed at <http://www.boltfiber.com>.

(d) Billing Statements. **BOLT** will send you a statement for each billing cycle. The statement will show:

- (1) payments, credits, purchases and any other charges to your accounts,
- (2) the amount you owe **BOLT** and
- (3) the payment due date.

If you have questions, you must contact **BOLT** within 60 days of receiving the statement in question. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of Service.

(e) 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. To the extent permitted by law, you will pay **BOLT** any costs and fees **BOLT** reasonably incurs to collect amounts you owe.

7. CUSTOMER INFORMATION

(a) Representations. You represent that you are at least 18 years of age and a resident of the United States.

(b) Contact Information. You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate and complete. If you or an Authorized User choose to provide a cellular telephone number on your account, you and/or such Authorized User acknowledge and consent that we may place calls to such cellular phone for business purposes, including collection calls. Permission is also granted to send non-marketing service or account related text messages to such cellular phone.

(c) Online Access. You are responsible for maintaining the confidentiality of the password and account e-mail address used for online billing and account maintenance at <http://www.boltfiber.com>, and are fully responsible for all activities that occur under your password and account. You agree to: (i) keep your e-mail address and password confidential and not share them with anyone else; (ii) immediately notify **BOLT** of any unauthorized use of your password and account or other breach of security and (iii) use only your e-mail address and password to log into <http://www.boltfiber.com>.

(d) Authorized Users(s). You may authorize spouses, partners, family or other household members or designated persons to act on your behalf in managing your account, including changing or adding Equipment or Services by updating your account information to add an authorized user(s). If your account is password protected, the password must be provided to engage in most account management functions. You agree to immediately notify **BOLT** if your password has been compromised and/or you wish to remove an authorized user from your account; in the absence of such notification, you are responsible for activities on your account using your password or by persons listed as authorized users.

8. CHANGES IN CONTRACT TERMS

BOLT reserves the right to change the terms and conditions on which it offers Services. If **BOLT** makes any such changes, **BOLT** will attempt to send you notice containing the effective date of such changes. You always have the right to cancel your Services, in whole or in part, at any time, and you may do so if you do not accept any such changed terms or conditions. If you elect not to cancel your Services, your continued receipt of Services constitutes acceptance of the changed terms and conditions. If you notify **BOLT** that you do not accept such terms and conditions, then **BOLT** may cancel your Services.

9. CANCELLATION

(a) Term. The term of this Agreement is indefinite and Services will continue until canceled as provided herein. Unless you notify **BOLT** that you wish to cancel it, **BOLT** will automatically renew the Services. Certain Services may require a minimum term.

(b) Customer Cancellation. You may cancel the Services by notifying **BOLT**. You may be charged a deactivation fee and/or an early cancellation fee. Your notice is effective on the date we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date. For Services sold only in blocks of one or several months, if you cancel such Services, **BOLT** will credit you only for full months not used and will not provide any credit for a partial month. **BOLT** will not credit seasonal sports subscriptions after the season starts.

(c) BOLT Cancellation. **BOLT** may cancel your Services at any time if you fail to pay amounts owing when due, breach any other material provision of this Agreement, or for any other business reason. **BOLT** may cancel your Services if you elect not to accept any changed terms described to you. Upon cancellation, you will still be responsible for payment of all outstanding balances accrued through the effective date, which may include a deactivation fee and/or an early cancellation fee.

(d) Relocation Cancellation. Should a customer currently in a contract term with **BOLT** move to an area where **BOLT** services are not available or deliverable, **BOLT** will release the customer from the remaining contractual obligation.

(e) Payment Upon Cancellation. You understand that you will incur fees and charges as a result of your receipt and use of the Services and/or Equipment, and may incur early cancellation fees and/or Equipment non-return fees and agree to pay **BOLT** the same. By giving **BOLT** your credit or debit card account information at any time, you authorize **BOLT** to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation.

10. PRIVACY POLICY

BOLT collects personally identifiable information about customers (“Personal Data”). The use and disclosure of this Personal Data is governed by **BOLT**’s Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of **BOLT**’s Privacy Policy is available at <http://www.boltfiber.com>. We will also send you a copy if you send your written request to this address: **BOLT** Privacy Policy, P.O. Box 399, Vinita, OK 74301.

11. LIMITS ON BOLT'S RESPONSIBILITY

(a) Service Interruptions. Services may be interrupted from time to time for a variety of reasons. **BOLT** is not responsible for any interruptions of the Services that occur due to acts of God, power failure or any other cause beyond its reasonable control. If an interruption of a significant length of time occurs that is within **BOLT's** reasonable control, upon your request, **BOLT** will provide what it reasonably determines to be a fair and equitable adjustment to your account to make up for such Services interruption. This will be your sole remedy and **BOLT's** sole duty in such cases.

(b) WARRANTY DISCLAIMER. EXCEPT AS PROVIDED HEREIN, **BOLT** MAKES NO WARRANTY REGARDING ANY SERVICE, SOFTWARE, OR EQUIPMENT, WHICH IS PROVIDED AS IS. ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMNET AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.

(c) Limitations of Liability. **BOLT** IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSSES RELATING TO OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT, SOFTWARE, OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE EVEN IF **BOLT** OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation or consequential damages, so the above limitation may not apply to you.

(d) Warranty Services. You agree that this Agreement does not provide for, and the Services do not include, any warranty services or other services that **BOLT** might provide separately, including, without limitation, any fee based or other programs.

12. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and **BOLT** agree that any legal or equitable claim relating to this Agreement, any addendum, or your Services (referred to as a "Claim") will be resolved as follows:

(a) Informal Resolution. Subject to the exception noted below, neither of us may start a formal proceeding for at least 60 days after one of us notifies the other of a Claim in writing. You will

send your notice to the address on the first page of this Agreement, and **BOLT** will send its notice to your billing address.

(b) Formal Resolution. Subject to the exceptions noted below, if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the “JAMS Rules”) and under the rules set forth in this Agreement. If there is a conflict between JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state’s law. If you decide to initiate arbitration, we agree to pay the arbitration initiation fee and any additional deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney’s fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS
500 North State College Blvd., Suite 600
Orange, CA 92868
1-800-352-5267

(3) Send one copy of the demand for arbitration to the other party.

(c) Special Rules. (i) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator’s decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction, (ii) Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and **BOLT** agree that the JAMS Class Action Procedures do not apply to our arbitration. A court may sever any portion of this section that it finds to be unenforceable, except for the prohibition on class, representative and private attorney general arbitration.

(d) Exceptions. Notwithstanding the foregoing: (i) any Claim based on Section 3(g) and (h) and Section 5(b) above, and (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S. C. § 605, or the Digital Millennium Copyright Act, 17 U.S.C. § 1201m or the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction. You may also assert an individual action is small claims court in lieu of arbitration.

13. MISCELLANEOUS

(a) Notice. 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 (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided to **BOLT**. Your notices to **BOLT** will be deemed given when received at the address or telephone number on the first page of this Agreement.

(b) Applicable Law. The interpretation and enforcement of this Agreement and any disputes related to your agreements or service with **BOLT** shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the State of Oklahoma.

(c) Assignment of Account. Notwithstanding any terms to the contrary contained herein, the parties hereto agree that **BOLT** may assign this Agreement and all of the rights contained herein to the Rural Utility Services (“RUS”) in the event **BOLT** should default on that certain loan and security agreement with RUS dated August 22, 2013 (“Loan Agreement”), entered into for the purposes of financing the construction and operation of **BOLT**’s fiber optic network. In the event of such default, **BOLT** may be required to assign this Agreement to RUS, giving RUS certain rights and duties related to the ownership and operation of the fiber optic network and related to this Agreement all as set forth in the Loan Agreement. **BOLT** also may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts. You hereby consent to any such assignment. In the event of such an assignment, you must continue making all required payments.

(d) Other. This Agreement and any lease, activation, programming, or other Service commitment agreement that you entered into in connection with obtaining Services or Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.