

BOLT™ TERMS AND CONDITIONS OF SERVICE

Welcome to BOLT Fiber Optic Services (“BOLT”). BOLT provides broadband Internet access (“Internet Service”), television and video access (“Television Service”), and Voice over Internet Protocol (“VOIP”), (referred to collectively as “Services”) through an all-fiber gigabit passive optical network.

By accepting the provision of the Services, you agree to these Terms and Conditions of Service 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.

BOLT contact information:

Phone: 1-844-256-BOLT (2658)

Email: BOLT@noec.coop

Mail: BOLT Fiber Optic Services
P.O. Box 399
Vinita, OK 74301

Website: <http://www.BOLTfiber.com>

Office Hours: M-F, 8 am – 4:30 pm (office closed on national holidays)

TERMS OF SERVICE

I. ELIGIBILITY FOR BOLT SERVICE

- A. Applicant agrees that it is in BOLT’s sole discretion whether any of the Services are made available to a domicile or location.
- B. All applications and/or contracts may require account holder’s signature.
- C. Applicant must own the home and land, otherwise they will be required to provide a completed Landlord Authorization/Landowner Agreement to our office before application can be processed.
- D. Applicant must provide all necessary documentation for tax exempt status, if applicable.
- E. Applicant must agree to purchase a minimum of one service offering inclusive of Internet Service or VoIP. Television Service is not eligible as a stand-alone service.

- F. Applicant agrees to allow BOLT employees access to location/home to determine eligibility, install, and/or repair and to retrieve BOLT equipment.
- G. Applicant must initiate and complete all forms pertaining to Lifeline services, if applicable.
- H. Applicant must ensure BOLT retains their most current contact information and must update changes.
- I. Applicant must agree to provide necessary easements and allow the extension of facilities to service others.
- J. Applicant understands and agrees that changes in service levels, whether upgrading or downgrading, can only be made one (1) time within the applicant's billing period.

II. 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/texts 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. You must notify BOLT immediately of any change in your name, mailing address, domicile address, or telephone number.
- 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 User(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). Account 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.

- E. Consumers that select optional services through BOLT that are facilitated by or dependent on a third-party supplier must consent to the collection, storage, transfer, and use of data by the third party, applicable to the provision of the service(s). Consumers may also be subject to the third party's terms of service and privacy policy.

III. INTERNET SERVICE

BOLT provides Internet service packages ("Internet Service") that have their own service offerings and are subject to the Terms and Conditions set forth in this document. Information about the Internet Service can be found at <http://www.BOLTfiber.com>.

- A. Lifeline. Lifeline is a federal benefit that lowers the monthly cost of phone or internet service for qualified applicants. Details on Lifeline services and the application are available in office or on our website.
- B. Speed. All speeds are "best effort" and not guaranteed. Speed test results are likely to be slower due to transport, overhead, and other locations on the Internet not supporting provided bandwidth. A wired Internet connection is preferred.
- C. 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 3(c)(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:

- a. Transmitting any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations;
- b. Harming, or attempting to harm, minors in any way;
- c. Transmitting any material that threatens or encourages bodily harm or destruction of property or harasses another;
- d. 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;
- e. 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.”
- f. 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);
- g. 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 that e-mail is commercial or not, are prohibited);
- h. 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 the intrusion results in the corruption or loss of data or not;
- i. 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;
- j. Collecting, or attempting to collect, personal information about third parties without their knowledge or consent;

- k. Reselling the Internet Service without BOLT's prior written authorization;
 - l. Posting or sending software or technical information in violation of U.S. export laws;
 - m. 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:
 - a. Comply with the law;
 - b. Enforce or apply this Agreement;
 - c. Initiate, render, bill, and collect for services;
 - d. Protect BOLT's rights or property and those of its customers; or
 - e. 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 one or more of the following actions in response to complaints:
 - a. Issue warnings: written or verbal;
 - b. Suspend your account;
 - c. Terminate your account;
 - d. Bill you for administrative costs and/or reactivation charges; and
 - e. Bring legal action against violations and/or to collect damages, if any, caused by violations.
- D. Network Management Practices. BOLT utilizes reasonable network management practices tailored to achieve legitimate network management purposes. Because bandwidth is a limited resource for broadband Internet service providers, it is essential that BOLT reasonably manages its network to ensure proper use and enjoyment of the internet by all of its customers. By engaging in reasonable and

responsible network management, BOLT prevents its customers from being subjected to the negative effects of spam, viruses, security attacks, network congestion, and other risks that threaten to degrade the internet service experience. BOLT network management practices, as set forth below, are consistent with industry standards.

BOLT will not unjustly or unreasonably prevent or interfere with competition among content, applications, service, or device providers. We use various tools and industry-standard techniques to manage our communications network and deliver fast, secure, and reliable internet access services. We believe in complete transparency and provide the following disclosures about our network management policies and practices:

1. Blocking: BOLT does not block or discriminate against lawful content.
2. Throttling: BOLT does not throttle, impair, or degrade lawful traffic-based content, application, service, user, or use of a non-harmful device.
3. Affiliated Prioritization: BOLT does not favor any internet traffic applications over others and has no plans to do so.
4. Paid Prioritization: BOLT does not favor or prioritize any internet traffic applications in exchange for paid or in-kind consideration intended to benefit a particular content, applications, services, or access devices.
5. Congestion Management: Congestion of BOLT's network is rare but can occur. When it occurs, our internet subscribers may experience decreased speed and performance, but bandwidth is allocated fairly, without regard to protocol, application, or the service the subscriber chooses to access through their internet access service.
6. Application Specific Behavior: BOLT does not make use of any application-specific network management practices. BOLT does not favor, modify, inhibit, rate control, or block any specific protocols, protocol ports or fields, or any applications or classes of applications, while reserving the right to block ports as necessary to protect the network and its users.
7. Device Attachment Rules: BOLT does not specifically limit device types for attachment to its network but does not guarantee the functionality of

third-party devices for such access. In order for a device to be approved for use on BOLT's network, the device must conform to publicly available industry standards and not be harmful to BOLT's network.

8. Network Security: BOLT offers its subscribers unrestricted access to lawful content, services and applications available on the internet. BOLT takes industry-standard measures to safeguard our network and the broader internet from harm or disruption, including protection against Distributed Denial of Services attacks, phishing, spoofing, and other forms of unwanted or harmful online content and activities. In those instances where through our network management practices, we identify online content as harmful or unwanted, the content may be prevented from reaching subscribers, or subscribers may be given an option to identify or inspect flagged content first to determine if it is harmful or unwanted. BOLT's goal is to ensure the network's reliability and availability by countering any malicious traffic that could compromise it. BOLT reserves the right to take any action deemed necessary, including suspending or terminating service to subscribers who engage in activities that violate these BOLT Terms and Conditions of Service, including the Acceptable Use Policy contained in section III, C above.

- E Network Performance. BOLT offers its broadband internet access service via Fiber-to-the-Home ("FTTH") utilizing fiber optic cable to deliver telephone and data services. The advertised speed of internet service is the maximum speed achievable with the technology utilized for the broadband service offering to which has been subscribed. BOLT makes every effort to support advertised speeds and will dispatch repair technicians to customer sites to perform speed tests as needed to troubleshoot and resolve speed and application performance that may be caused by its network. We measure availability, latency, and aggregate utilization on the network. Based on internal testing using platform specific test protocols, the mean upload and download speeds are typically the advertised speed plus or minus five (5) percent. This internal testing also indicates a mean round trip latency of 10 milliseconds (ms) to local ports. It is important to note, however, that bandwidth speed at which a particular distant website or other internet resources may be downloaded, or the speed at which your customer information may be uploaded to a distant website or internet location is affected by some factors beyond BOLT's control, including for example: the speed of the connection from a distant web server to the internet; congestion on intermediate

transport networks, the limitations of your computer or other electronic devices, fixed or wireless accessing the internet; or your wireless router/WiFi equipment. In addition, your internet service performance may be adversely impacted by the inside wiring at your premises. Accordingly, you, the customer, must consider the capabilities of your own equipment when choosing and using our broadband internet service. The computers, wireless devices, or other networks in your homes or offices may need an upgrade to take full advantage of your chosen BOLT broadband plan. BOLT does test each service for actual and expected access speeds at the time of network installation to demonstrate that the service can support the advertised speed.

- F. Commercial Pricing. To view current pricing for commercial broadband Internet access service, please visit our website at <https://boltfiber.com/broadband-label/> which includes Broadband Labels for each of our broadband internet access offerings or call 844-256-2658 to speak with a customer service representative. BOLT internet service is priced on a flat-fee basis (plus applicable taxes). BOLT does not charge end users a usage-based fee for such services. The information on our current Broadband Labels is also available in a “machine readable” spreadsheet form at <https://boltfiber.com/broadband-label/> by selecting “Machine Readable Broadband Label” at the bottom of the page.

IV. TELEVISION SERVICE

BOLT provides multiple Television Service packages. You must subscribe to a package in order to receive other Television Service. Programming packages that have their own service offerings and are subject to the Terms and Conditions set forth in this document. Information about program choices can be found at <http://www.BOLTfiber.com>.

- A. 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 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, regarding 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.

- B. Pay Per View. BOLT may provide Pay Per View events. You may order by calling our office. Various fees apply to Pay per View Services.
- C. Subscriber Changes. You may change your Television Service package by notifying BOLT. You may be charged a fee for such changes and will be charged additional fees for upgrades in Service.
- D. 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 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.
- E. 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 the programming on the internet or similar services, 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.
- F. Blackouts. Third party providers may arrange for certain programming, including sports events, to be blacked out in your local reception area. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to cancellation of your Services and/or legal action.
- G. 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 refer to User Guide available on our website for information on parental controls, locks and limits and password protection on your account.

V. VoIP SERVICE

BOLT provides VoIP Telephone Service packages (“Voice over Internet Protocol”) that have their own service offerings and are subject to the Terms and Conditions set forth in this document. Information about telephone packages can be found at <http://www.BOLTfiber.com>.

- A. Lifeline Service. Lifeline is a federal benefit that lowers the monthly cost of phone or internet service for qualified applicants. Details on Lifeline services and the application are available on our website.
- B. 911 Service. Certain E911 services 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.
- C. Porting phone numbers. A Responsible Organization Letter of Authorization (“LOA”) form must be completed by the end-user or the authorized representative of an end-user subscriber. LOA form is available in office or on our website.
- D. Acceptable Use Policy. BOLT reserves the right to modify, suspend, or discontinue any function or feature of any BOLT VoIP service, including your rates or charges, or to terminate your BOLT VoIP service entirely, for any reason, including but not limited to:
 - 1. compliance with an order by a state or federal agency, court, or arbitrator;
 - 2. any interruption or loss of either your or BOLT’s rights to access any part of the network facilities required to provide your services, including rights to access the land or buildings where the facilities are located; or
 - 3. any wrongful conduct by you or any user of your BOLT VoIP service. “Wrongful conduct” includes but is not limited to:
 - a. any conduct that BOLT believes violates these terms and conditions of service or your BOLT VoIP service agreement;
 - b. any conduct that involves the use of abusive, threatening, or unreasonable conduct toward any of our employees or representatives, whether in person, over the phone, or in writing;
 - c. any abusive, fraudulent, or unlawful use of any BOLT Services;

- d. employing services, methods, or equipment to spoof, pretext, robocall, or any other call types prohibited by state and federal law;
- e. providing BOLT with false or misleading information about you, users of your BOLT services, including inaccurate information related to your creditworthiness;
- f. any use of BOLT services in a manner that negatively affects our or other entities' networks, customers or operations, that infringes anyone's intellectual property rights, violates others' privacy, generates spam or abusive messaging or calling, or results in the publication of threatening, offensive, or illegal materials; or
- g. any unauthorized reselling of BOLT services (including selling of use of or access to BOLT services).

VI. EQUIPMENT AND SOFTWARE

- A. Equipment for Services. In order to receive BOLT's Services, BOLT will provide certain equipment ("Equipment") to you. The Equipment shall remain the property of BOLT. You may not loan, transfer, or assign the Equipment to another party or relocate Equipment without prior authorization. You are responsible for any loss, theft or damage of the Equipment. You are responsible for the cost of the Equipment upon receipt and inspection by BOLT for damage caused by negligence, unclean condition, insect infestation, etc. If equipment is unreturnable due to a natural disaster incident, house fire, etc. every effort will be made to have equipment costs reimbursed by your insurance. 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.

VII. PAYMENT

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

- A. Installation and Other Administrative Fees. BOLT will charge fees that arise in specific circumstances to those customers responsible for them. These fees include, but are not limited to, installation, activation, reconnection, additional equipment, late charges, service downgrade fees, early termination, trip fees, returned check fees, and damaged or equipment not returned, service call charges and equipment upgrades.
- B. Taxes. You will pay all state, county, and local taxes or other governmental fees and charges, if any, including any such taxes, fees, or charges assessed against discounts and/or credits. Taxes and fees are subject to change.
- C. 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 account balance, and (3) the payment due date. You are responsible for notifying BOLT if your email or mailing address has changed or if you are not receiving your statement. You must make your payment regardless of whether you receive a bill. We do not assume the risk of undelivered mail. If you have questions about your bill, you must contact BOLT prior to statement due date. Your disputed statement will need to be paid in full by the due date and any credits resulting from the discrepancy will be applied to the following statement. Online access to billing statements is available to all customers.
- D. Recurring Charges. You will pay for all Services ordered by you or anyone who uses the Equipment/Services or who uses your Property, with or without your permission, until the Services are cancelled, and Equipment returned. The outstanding balance is due in full each month by the due date listed on your billing 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, apply

late fees, restrict the availability or renewability of your Services, or deactivate your Services. Payments will be applied to the oldest outstanding balance.

- F. Collection Cost. You will be subject to collections by BOLT or your account may be referred to a third-party collection agency for any outstanding account balance. To the extent permitted by law, you will pay BOLT any costs and fees BOLT reasonably incurs to collect amounts you owe. This will include charges for equipment not returned and charges for early termination fees. .

VIII. 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.

IX. 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 and returning all Equipment unless otherwise authorized. You may be charged a deactivation fee and/or and early termination fee. Your notice is effective on the date we receive Equipment. 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 owed by billing due date, breach any other material provision of this Agreement, or for any other 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, but not limited to, a deactivation fee, early termination fee and/or Equipment fees.

- 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 termination fees and/or Equipment non-return fees and agree to pay BOLT the same. By giving BOLT your credit/debit card or bank 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.

X. PRIVACY POLICY

BOLT collects personally identifiable information about customers ("Personal Data"). Following is how BOLT may use and disclose Personal Data:

- A. **How BOLT Collects Personal Data.** There are two ways BOLT may collect Personal Data: 1) you give it to us through your account set-up, account communication, and/or survey responses; and 2) we may receive it through your use of our services. Personal Data includes personally-identifiable information, billing history, purchase/subscription habits, responses to surveys, or information concerning your property.
- B. **Why BOLT Collects Personal Data.** Personal Data assists BOLT with providing quality services and allows BOLT to communicate with you so we may better understand how you use BOLT services; this may include the delivery of marketing campaigns and advertising material through United States Postal Service, email, text messaging, or phone calls. You may opt out of receiving marketing by calling 844-256-BOLT. Personal Data also assists BOLT with detecting and avoiding fraud.
- C. **Sharing Your Personal Data.** BOLT does not share your Personal Data with any third-party that is not an affiliate of BOLT and necessary for the provision of your services. Third-party affiliates are obligated to maintain all information as confidential. Your Personal Data is not sold or disseminated to non-affiliated third parties. Personal Data may be shared with a third party at your written request, as required by law and in cooperation with regulatory agencies, or in complying with court orders, subpoenas, lawful discovery requests, and as otherwise required by law.

XI. 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.
- 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 equipment 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.

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. 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. 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, any Claim based on Section III paragraph C and Section IV paragraphs F and G above, and 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 in small claims court in lieu of arbitration.

XIII. 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, or sent by text message to the cell phone number on file, or posted as public notice on other legally accepted media outlets. 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. We 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, or in the event of an acquisition, corporate reorganization, merger or sale of BOLT's assets to another entity.. 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.