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|  | Business Service Agreement |
| | Date: 1/30/2024 |

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|------------------------|--|---------------------------|-----------------------------------|
| OFFICE: | BILOXI, MS | ACCOUNT EXECUTIVE: | Christopher Fowler |
| COMPANY NAME: | Cable One, Inc. d/b/a Sparklight ("Sparklight Business") | TELEPHONE: | (228) 365-6827 |
| STREET ADDRESS: | 1635 Popps Ferry Road Ste A | FAX: | |
| CITY/STATE/ZIP | Biloxi MS 39532 | EMAIL: | christopher.fowler@sparklight.biz |

| | | | |
|------------------------------|------------------------|-------------------------------------|--------------------------|
| CUSTOMER COMPANY NAME | GENERAL LAND | AUTHORIZED CUSTOMER CONTACT: | Alie Rivas |
| STREET ADDRESS: | 414 Travis St | TELEPHONE: | 956-504-1417 |
| CITY/STATE/ZIP | Port Lavaca, TX, 77979 | EMAIL: | alie.rivas@glo.texas.gov |

CONTRACT TOTALS

| TOTAL MRC | INSTALLATION CHARGES | TOTAL NON-RECURRING CHARGES | BUILD FINANCING | RECURRING (FINANCED) |
|-----------|----------------------|-----------------------------|-----------------|----------------------|
| \$349.95 | \$500.00 | \$0.00 | N | |

Term Length: 60

LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

| SITE NAME | ADDRESS | SERVICE MRC |
|--------------|--|-------------|
| GENERAL LAND | 414 TRAVIS ST PORT LAVACA, TX 77979-2351 | \$349.95 |

DIA DETAILS

| Site Name | Quantity | Product Name | Bandwidth | Price |
|--------------|----------|------------------------------------|-----------|----------|
| GENERAL LAND | 1 | Dedicated Internet Access - Retail | 20 | \$200.00 |
| GENERAL LAND | 1 | /29 - 5 IP | 20 | \$0.00 |

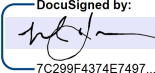
| Site Name | Quantity | Product Name | Price Each | Service MRC |
|--------------|----------|------------------|------------|-------------|
| GENERAL LAND | 1 | Basic Line 1 | \$19.99 | \$19.99 |
| GENERAL LAND | 1 | Unlimited Line 1 | \$29.99 | \$29.99 |
| GENERAL LAND | 1 | Unlimited Line 2 | \$29.99 | \$29.99 |
| GENERAL LAND | 1 | Unlimited Line 3 | \$29.99 | \$29.99 |
| GENERAL LAND | 1 | Unlimited Line 4 | \$29.99 | \$29.99 |

AGREEMENT

THE SERVICE CHARGES TOTAL \$349.95 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES. This contract is effective on the date all parties have signed.

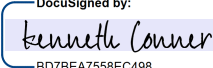
By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Sparklight Business office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

| | |
|-------------------------------|--|
| CUSTOMER AUTHORIZED SIGNATURE |  |
| PRINTED NAME | Mark A. Havens |
| TITLE | Chief Clerk |
| EFFECTIVE DATE | 2/19/2024 |

OGC  PM  DD  SDD  DGC  GC  DLC 

SPARKLIGHT BUSINESS SIGNATURE SECTION

| | |
|---------------------------------|--|
| SPARKLIGHT AUTHORIZED SIGNATURE |  |
| PRINTED NAME | Kenneth Conner |
| TITLE | VP, Sales |
| EFFECTIVE DATE | 2/19/2024 |



Sparklight Business Phone Customer Service Agreement

Terms and Conditions

1. **Introduction.** This Agreement sets forth Customer's legal rights and obligations regarding charges, privacy, limitations of liability, support and other important topics associated with the provision of Sparklight Business Phone (Service(s)). Representations of terms and conditions by any other source including employees and agents of Sparklight Business shall not be binding on Sparklight Business. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement will prevail. The Services will be provided to the Customer locations specified in the applicable service orders. The Service(s) may not be available in all locations due to regulatory and technical restrictions and taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations. Customer has thirty (30) days from the date of receipt of this Agreement to cancel the requested Service(s) without penalty. Cancellation within the 30 day period does not waive Customer's obligation to pay for Service(s) used up to the date of cancellation.

2. **General.**

(a) Customer shall purchase the Service(s) identified in each service order associated with Customer's purchase for the period of time stated in the service order applicable to such Service(s). At the end of the term of service, these terms and conditions shall continue in full force and effect until a new agreement is entered into or the Service(s) are terminated. At the end of the initial term, Sparklight Business may apply its then current rates in its provision of the Service(s).

(b) Customer's use of the Service(s) shall comply with the terms of this Agreement and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's internal business purposes, unless otherwise agreed in writing by Sparklight Business.

(c) If Customer currently is a subscriber to other Sparklight Business services, Customer must be current in its payments for any and all of Customer's accounts with Sparklight Business. Customer understands and acknowledges that the nonpayment of charges associated any of Sparklight Business's categories of services which include cable television, cable modem, and phone may result in disconnection of the Service(s) and permanent loss of the affected phone numbers.

(d) **Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight Business's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service. For 9-1-1 purposes, Registered Location is the location provided to and used by 9-1-1 services to identify the location of callers. Movement of the voice-enabled cable modem (eMTA - Embedded Multimedia Terminal Adapter) does not change the Registered Location provided by Customer. All emergency 9-1-1 calls will continue to appear as being made from the Registered Location and emergency 9-1-1 services will be unavailable if the eMTA is moved from the authorized Registered Location. Any transfer of Phone Service to a new location is prohibited without Sparklight Business authorization.**

Customer expressly acknowledges that Sparklight Business provides 9-1-1 service on a direct access basis, without the need to dial an additional code, digit, prefix, postfix, or trunk-access code. In states where it is legally required, a business owner or operator that owns or controls a telephone system must be in compliance with that law and may be liable for failure to configure Customer premises equipment in a manner that permits a person initiating a 911 call to directly access 911 without an additional code, digit, prefix, postfix, or trunk-access code.

(e) **Customer expressly acknowledges that while the technology is generally compatible with most advanced services, such as but not limited to security, fire alarm, medical alert type services, it is necessary for the Customer to conduct a test of any advanced services upon installation of our Phone Service to confirm compatibility. Periodic testing is highly advised. Customer expressly agrees to contact the provider of such services in order to test the compatibility**

of the advanced services with the Phone Service. Periodic testing is also advised for customer equipment such as fax machines and point of sale devices such as credit card machines. Should the testing result in a failure at any time, Customer is required to notify Sparklight Business immediately so that a technician may be dispatched to troubleshoot. Should Sparklight Business be unable to correct the failure, whether due to the condition of the Customer's equipment or its incompatibility with Sparklight Business's network, Sparklight Business shall not be liable for any costs, expenses or damages suffered by Customer and Customer's sole remedy is to terminate the service but with no early termination penalty.

(f) Customer's representative signing the service orders warrants that he/she is at least 18 years of age and is authorized to bind the Customer to this Agreement.

(g) For the purposes of this Agreement, all use of Customer's account, whether or not authorized by Customer, shall be deemed Customer's use. Customer will be responsible for all resulting charges. Also, Customer shall be solely responsible for ensuring that any and all use of Customers account complies fully with the provisions of this Agreement and all applicable law.

(h) The Sparklight Business Service does not support busy line verification, collect calls, busy line interruption, pay services, 900 number calls or any service that requires third-party billing.

3. **Charges.**

(a) Customer agrees to pay Sparklight Business for its subscription to and use of the Service(s) and for applicable charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight Business. Customer is responsible for all charges incurred for all calls placed by or through Customer's equipment by any person, even if such charges are incurred without Customer's knowledge or permission. Charges for the Service(s) are set forth on a separate price list of which Customer hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service(s) are subject to change. Recurring monthly Service charges will be billed monthly in advance. Charges based upon actual use of the Service(s) (including but not limited to charges for international calls, directory assistance, and/or operator-assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill.

(b) A late fee may be charged on Service accounts that are past due, which charge and method of imposition shall comply with applicable law, if any. Payment for the Service(s) must be received by Sparklight Business on or before the due date stated on the monthly bill.

(c) If Customer fails to pay its monthly bill and falls more than 30 days past due, Customer may be put into collections and Sparklight Business will apply a soft disconnect which will only permit Customer to make 9-1-1 calls and 6-1-1 calls which are directed to Sparklight Business for payment. No less than seven days after soft disconnect, if Customer still hasn't made payment, Customer's Service may be shut down which is also known as a hard disconnect, at which point the Customer will permanently lose its affected phone numbers. If Sparklight Business sends a collector to the Customer's premises, a field collection fee may be charged. The current field collection fee is listed in the list of charges on the price list (or can be provided on request) and is subject to change at any time.

(d) If Customer discontinues the Service(s) or Sparklight Business's cable modem service or cable television service, or if any such Service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with Sparklight Business, to pay a reconnect charge or trip charge (where applicable) before reconnection.

(e) Sparklight Business may verify Customer's credit standing and credit history with credit reporting agencies in accordance with applicable laws and require a deposit or credit card guarantee based on Customer's credit standing, and Customer hereby authorizes such verification. These credit procedures are subject to change without notice.

(f) Sparklight Business may charge a service fee for all returned checks and account debit, bank card or charge card chargebacks. The current service fee is listed in the list of charges on the price list or can be provided on request and is subject to change at any time.

(g) Customer acknowledges that there is and for a time will be uncertainty about the proper governmental regulation and taxation of some of the Services and, therefore the taxes, fees and surcharges are subject to change. Customer agrees that

Sparklight Business has the right to determine, in its sole discretion, what taxes, fees and surcharges are due from the Customer. Customer hereby waives any claims it may have regarding Sparklight Business's collection or remittance of such taxes, fees and surcharges.

4. **Fraud.** Customer understands that Sparklight Business will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight Business's tolerance limits for Customer's type of business, Sparklight Business will investigate and may require Customer to prepay or sign up for direct pay. In addition, if Sparklight Business reasonably suspects fraudulent activity, it may prevent Customer from making international, long distance and extended domestic calls, e.g. to Alaska, Hawaii, Puerto Rico, etc. Sparklight Business may also suspend or disconnect Customer's Service(s) if there is a reasonable doubt that Customer will pay its bill.

5. **Directory Listings and Directory Assistance.** Sparklight Business uses a third party to supply directory assistance. Directory listings are divided into Yellow Pages and White Pages. The business listings of the Yellow Pages are controlled entirely through the party which owns the local Yellow Pages. Customer must work directly with that party for its listings. Sparklight Business receives White Pages information listing from Customer and relays that information to our third party provider which updates the database of the incumbent local exchange carrier that operates the local White Pages. If Customer ports its numbers to Sparklight Business, the Customer's White Pages listing will generally, but not always, remain the same until specifically changed by Customer. If a Customer is getting a new phone number with Sparklight Business, Sparklight Business will provide a simple one-line listing in the White Pages which will only include one phone number. Should Customer desire a more detailed listing, it will have to order that directly with the party that controls the local White Pages. Sparklight Business will not be responsible for any damages or expenses resulting from directory listing failings.

6. **Termination.**

(a) If Customer fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight Business, or if Customer becomes insolvent or bankrupt, Sparklight Business, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Customer during the remaining term hereof immediately due and payable, (ii) to cease providing services to Customer, and (iii) immediately to enter the Premises and take possession of all Sparklight Business-owned equipment without liability to Customer therefore and without relieving Customer of its obligations under this Agreement. Customer shall reimburse Sparklight Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Sparklight Business's exercise of its rights under this Agreement.

(b) Sparklight Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight Business may terminate this Agreement.

(c) If Sparklight Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Customer, or if Sparklight Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight Business shall remove all Sparklight Business-owned equipment without cost or fee to Customer.

(d) Should Customer engage in early termination of the Agreement but without the justification of a Sparklight Business breach, Customer will be required to pay an early termination penalty consisting of 100% of the monthly fees for the remaining period of the term.

7. **Installation, Equipment and Cabling.**

(a) The installation services and related equipment that will be available from Sparklight Business for a standard installation are as described in Sparklight Business's price list. Other services that may be available from Sparklight Business at additional charges for a non-standard installation are also described in Sparklight Business's price list. All charges are subject to change at any time. If self-installation is available from Sparklight Business and elected by Customer, Sparklight Business will provide kits and instructions and any related installation services as described on the price list. Customer authorizes Sparklight Business to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment and agrees to hold Sparklight Business harmless from any damage to property.

- (b) Depending upon the complexity of the installation, it may take several hours to complete, during which time Customer will be without service. For installations involving the porting of numbers, Customer's representative will need to be present and available at the registered location until completion of installation, especially when installations are scheduled for the end of the day. Any value added resellers contracted to service Customer's equipment such as Key Systems and PBXs should also be present at the Registered Location during installation.
- (c) Any cabling installed by Sparklight Business will remain the property of Sparklight Business, except as otherwise required by applicable law.
- (d) Sparklight Business will have no obligation to install, support, maintain, repair or replace any computer or any cable modem or cabling or other equipment that is not Sparklight Business equipment. Because Sparklight Business utilizes the BroadCloud hosted applications delivery network, Customer may only use a Customer owned phone that is certified on the BroadCloud network. Sparklight Business posts the current list of approved phones on its website at [Customer Owned Phone List](#). Though the list is periodically updated, because BroadCloud may revise the list at any time, Customer is encouraged to contact Sparklight Business directly to confirm the compatibility of any specific phone.
- (e) Customer shall obtain and maintain, or ensure that each of Customer's locations using the Service(s), shall obtain and maintain, throughout the term any consents required to allow Sparklight Business personnel to install, deliver, operate and maintain the Service(s) and Sparklight Business Equipment at Customer's locations. Sparklight Business and its authorized agents may enter Customer's premises and have access to the Sparklight Business Equipment and Customer's and Customer's employees' individual computer(s) and telephone(s) periodically, during the term of this Agreement and after its termination, to install, connect, inspect, maintain, repair, replace or alter the Sparklight Business Equipment, to install or deliver the Software, or to disconnect and remove the Sparklight Business Equipment.
- (f) Sparklight Business shall have the right to upgrade, modify and enhance the Sparklight Business Equipment and Software from time to time through downloads from the network or otherwise.
- (g) If Customer is not the owner of the premises upon which Sparklight Business Equipment and Software are to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for Sparklight Business personnel and/or its agents to enter the premises for the purposes described in this Section 5. Customer shall indemnify and hold Sparklight Business harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.
- (h) Customer shall ensure that its and its employee's equipment and software properly conform to the technical specifications for the Service(s) provided by Sparklight Business from time to time. Sparklight Business reserves the right of inspection to insure proper compatibility and compliance with the terms of this Agreement.
- (i) The Sparklight Business Equipment is and at all times shall remain the sole and exclusive personal property of Sparklight Business, and Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Sparklight Business Equipment to the Customer's location or otherwise.
- (j) Customer will not open, alter, misuse, tamper with or remove the Sparklight Business Equipment as and where installed by Sparklight Business, and will not remove any markings or labels from the Sparklight Business Equipment, indicating Sparklight Business ownership, serial or identity numbers or E911 notices. Customer will safeguard the Sparklight Business Equipment from loss or damage of any kind and (except for any self-installation procedures approved by Sparklight Business) will not permit anyone other than an authorized representative of Sparklight Business to perform any work on the Sparklight Business Equipment. The Equipment Agreement for the Sparklight Business Equipment is incorporated herein by reference.
- (k) To the extent any Software is licensed by Sparklight Business (such as self-installation tools), such Software is provided for the limited purpose of facilitating Customer's use of the Service(s) as described in this Agreement. Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software all of which are prohibited. Customer will return or destroy all Software provided by Sparklight Business and any related written materials promptly upon termination of the Service(s) to Customer for any reason.

8. **Customer Conduct.**

(a) Customer will not resell or redistribute (whether for a fee or otherwise) the Service(s), or any portion thereof, or otherwise charge others to use the Service(s), or any portion thereof. Customer agrees not to use the Service(s) for any enterprise purpose, whether or not the enterprise is directed toward making a profit, including but not limited to, call center services, medical transcription, or facsimile broadcasting. Sparklight Business reserves the right to disconnect and to terminate the Service(s) in the event of a violation of the foregoing use restrictions at no liability or expense to Sparklight Business.

(b) The Service(s) shall not be used for any unlawful purpose or for any use as to which Customer or Customer's End Users have not obtained all required governmental approvals, authorizations, licenses, consents and permits.

9. **Review and Enforcement.** Sparklight Business may suspend Customer's account, or cancel Customer's account if Sparklight Business determines in its discretion that Customer has violated this Agreement or any of the Terms of Use, Sparklight Business reserves the right to suspend or terminate the Service(s) to Customer for a single violation of this Agreement or the Terms of Use. If Customer's account is suspended, Customer will not be charged for that period of time. If Customer's account is canceled, Customer will be refunded any pre-paid fees minus any amounts due Sparklight Business. In the event that the Customer has entered into a promotional service agreement for the Service(s), any conflicting language in such agreement will control.

10. **Support, Service and Repairs.** Sparklight Business will repair damage to or, at Sparklight Business's option, replace Sparklight Business Equipment, and otherwise attempt to correct interruptions of the Service(s), due to reasonable Sparklight Business Equipment wear and tear or technical malfunction of the system or network operated by Sparklight Business, at Sparklight Business's expense. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. Upon request by Customer, Sparklight Business will troubleshoot and fix reported problems for a specified service charge based on the then current rate in effect. Sparklight Business has no other responsibility for support, maintenance, repair, or replacement of any equipment, software or service, whether provided by a third party or Customer or if damage is caused by Customer, other users at the location, or due to reasons beyond Sparklight Business's control.

11. **Service Interruptions, Force Majeure.** Interruptions in Service(s) that are not due to the negligence of or noncompliance with the provisions of this Agreement by Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer in accordance with Sparklight Business's credit policy. Any such credit will be refunded on the next practicable bill for the Service(s) issued by Sparklight Business to Customer and will be the sole Customer remedy for service interruptions. The Sparklight Business and Sparklight Business Parties shall have no liability, including as set forth in this Section 9, for interruption of the Service(s) due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

12. **Disclaimer of Warranty, Limitation of Liability.**

(a) CUSTOMER AGREES THAT THE PHONE SERVICE IS PROVIDED BY SPARKLIGHT BUSINESS ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. SPARKLIGHT BUSINESS MAKES NO WARRANTY THAT THE PHONE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER FURTHER AGREES THAT ALL USE OF THE PHONE SERVICE IS AT CUSTOMERS SOLE RISK.

WITHOUT LIMITING THE FOREGOING: NONE OF THE SPARKLIGHT BUSINESS

PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF CUSTOMERS COMMUNICATIONS VIA SPARKLIGHT BUSINESS'

S FACILITIES, OR THE PHONE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMERS COMPUTER(S) OR PHONE COMMUNICATIONS.

CUSTOMER AGREES THAT NONE OF THE SPARKLIGHT BUSINESS

PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMPUTER AND PHONE COMMUNICATIONS.

(b) CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE PHONE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE SPARKLIGHT BUSINESS PARTIES SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

(c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 7 AND 9 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY SPARKLIGHT BUSINESS PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE PHONE SERVICE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS REVENUE OR PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE PHONE SERVICE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 9-1-1 SERVICES AND ALARM MONITORING SERVICES, ANY ACTION TAKEN BY SPARKLIGHT BUSINESS TO PROTECT THE PHONE SERVICE, OR THE BREACH OF ANY WARRANTY EVEN IF SPARKLIGHT BUSINESS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 10 SHALL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE PHONE SERVICE. AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE SPARKLIGHT BUSINESS PARTIES.

13. **Indemnification.** Customer agrees to defend, indemnify and hold harmless Sparklight

Business and the Sparklight Business Parties from and against any and all claims and expenses, including reasonable attorneys fees, arising out of or related in any way to the use of the Phone Service by Customer or otherwise arising out of the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Sparklight Business to Customer.

14. **Privacy.**

(a) Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act, the Electronic Communications Privacy Act and other law enforcement statutes. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Policy located in the Legal Section of Sparklight Business' s website at www.business.sparklight.com. The Policy is incorporated herein by reference. Changes to the terms of the Policy become effective upon their posting at the website.

(b) Sparklight Business may collect (whether automatically or otherwise) and share with other Sparklight Business entities information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that Sparklight Business may acquire as a result of the provision of the Phone Service. As Sparklight Business provides Products and Services to Customer, Sparklight Business develops information about the quantity, technical configuration, type, destination, amount of Products and Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Sparklight Business has a duty, to protect the confidentiality of CPNI. Aggregated and compiled information that contains no Customer-specific references is not CPNI, even if CPNI was used as a basis for such information. Other than where necessary in order to provide Services or bills, to Customer, Sparklight Business will not share such

information if Customer informs Sparklight Business that Customer expressly declines to permit such sharing by following the opt out procedure in the Subscriber Privacy Notice.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Sparklight Business shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

15. **Arbitration.** AS THE FIRST STEP IN ADDRESSING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, CUSTOMER AGREES TO BRING SUCH CONTROVERSY OR CLAIM TO THE ATTENTION OF SPARKLIGHT BUSINESS FOR AN INFORMAL RESOLUTION. SHOULD MORE THAN THIRTY (30) DAYS PASS WITHOUT A MUTUALLY SATISFACTORY RESOLUTION, SUCH CONTROVERSY OR CLAIM (BUT NOT ANY CLAIMS ARISING OUT OF COMMERCIAL ACTIVITIES OR THE THEFT OR OTHER UNAUTHORIZED RECEIPT OF ANY SPARKLIGHT BUSINESS SERVICE ON THE PART OF CUSTOMER) SHALL BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE YEAR OF INITIAL NOTICE TO SPARKLIGHT BUSINESS. ARBITRATION MAY BE INITIATED BY SENDING A WRITTEN NOTICE OF INTENT TO ARBITRATE (WITH A DESCRIPTION OF THE NATURE OF THE DISPUTE AND RELIEF SOUGHT) TO SPARKLIGHT BUSINESS ADDRESSED TO: 210 EAST EARLL DRIVE, PHOENIX, AZ 85012. THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) AND ADMINISTERED BY THE AAA. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL AND WAIVE ANY ENTITLEMENT TO ATTORNEY'S FEES OR PUNITIVE DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, CLAIMS MAY ONLY BE BROUGHT FOR THE BENEFIT OF THE INDIVIDUAL CUSTOMER AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING OR CONSOLIDATED ARBITRATION PROCEEDING.

16. **Entire Agreement.** This Agreement, the accompanying Service Order, any Terms of Use, Customer Privacy Notice, Equipment or Promotional Agreements or other rules now or hereafter specified by Sparklight Business for the Phone Service, and any price list(s) or required filings describing the service with any government agency shall constitute the entire agreement between Sparklight Business and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Sparklight Business and Customer with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Customers cable television or cable modem service with Sparklight Business shall remain in full force and effect. Acceptance of the Phone Service shall constitute acceptance of the terms and conditions herein.

17. **Interpretation' Severability.** This Agreement is, and shall be interpreted as subject to applicable laws and regulations and to any applicable franchise agreement between a governmental authority and Sparklight Business. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.

18. **Assignment.** Customer may not assign or transfer, in any manner, the Service(s) or Sparklight Business's Equipment to any other person or entity, or to a different location without the prior written authorization of Sparklight Business.

19. **Governing Law.** This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of Arizona but excluding its principles of choice of law or conflicts of law.

20. **Notice.** Unless otherwise specified, all notices required or contemplated hereunder will be provided by Sparklight Business by such means as Sparklight Business shall determine in its discretion. Without limiting the foregoing, Customer agrees that Sparklight Business may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by written notice on bills, separate written notices, or by electronic means (email or online posting), where appropriate except as prohibited by applicable law.

21. **Waiver.** Failure by Sparklight Business to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

22. **E-911 Sticker Receipt.** Customer acknowledges receipt of Sparklight Business provided E-911 stickers which describe limitations of availability of E-911 service under certain conditions. If the eMTA did not come with a sticker already attached,

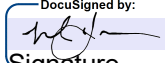
Customer agrees to place a sticker on or near the eMTA or near the phone if there is a fiber-to-the-home Gateway positioned on the exterior wall of the home.

ACCEPTED AND AGREED

CUSTOMER:

Mark A. Havens

Printed Name

DocuSigned by:

Signature

2/19/2024

Date

CONTACT INFORMATION

PRIMARY CONTACT NAME:

PRIMARY CONTACT EMAIL:

PRIMARY CONTACT PHONE:

SECONDARY CONTACT NAME:

SECONDARY CONTACT EMAIL:

SECONDARY CONTACT PHONE:

BILLING CONTACT NAME:

BILLING CONTACT EMAIL

BILLING CONTACT PHONE:

PUBLIC RELATIONS CONTACT NAME:

PUBLIC RELATIONS CONTACT EMAIL:

PUBLIC RELATIONS CONTACT PHONE:



Letter of Agency

Authorized Name: Mark A. Havens
Company Name: TEXAS GENERAL
Billing Address: LAND OFFICE
414 Travis St
Port Lavaca, TX 77979

Company authorizes Sparklight Business to act as Company’s agent in dealing with its current service provider for the purpose of moving some or all of its telephone services to Sparklight Business. Company also authorizes Sparklight Business to obtain any information from its current service provider about the Company or its current services which is necessary to transition services. By initialing any or all of the following items and signing below, the Company’s authorized signatory to this document hereby designates Sparklight Business to become Company’s new service provider for the telephone number(s) listed on page 2 of this document.

- I choose Sparklight Business to provide local telephone service for the telephone number(s) listed on page 2 of this document.
- I choose Sparklight Business to provide local toll telephone service for the telephone number(s) listed on page 2 of this document.
- I choose Sparklight Business to provide long distance toll telephone service for the telephone number(s) listed on page 2 of this document.
- I choose Sparklight Business to provide international toll telephone service for the telephone number(s) listed on page 2 of this document.

DocuSigned by:

7C299F4374E7497...

I certify that I am at least eighteen years of age, and am authorized to bind the Company to the designation of Sparklight Business as the provider for the services and telephone number(s) identified above. I understand that the Company may choose only one provider for each telephone service and number(s) identified herein. There will be no charge for the service transfer and Sparklight Business will be responsible for any and all porting fees. By signing my name below, I acknowledge that I have read, understand and agree with these statements.

Authorized Customer Signature:
7C299F4374E7497...

Date Signed: 2/19/2024

Mark A. Havens

Chief Clerk

Printed Name:

Title

Authorized Telephone Numbers:

3615527995, 3615536053, 3615535836, 3615528081,
3615527984,

SPARKLIGHT BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement ("Agreement") is made on 1/30/2024 by and between Cable ONE, Inc. ("Sparklight") located at 210 East Earll Drive, Phoenix, AZ 85012 and GENERAL LAND("Subscriber"), located at 414 Travis St, Port Lavaca, TX, 77979.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Sparklight shall provide fiber optic Ethernet Private Line service ("Data Service") to the locations set forth in the Fiber Services Agreement and fully described therein. In addition to the Data Services, Subscriber may choose to purchase optional Managed Service as further described in Section 2. Subscriber warrants that it has accurately indicated to Sparklight whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply. Subscriber agrees that this service is in addition to any existing services subscribed to by Subscriber. Any existing services will not be disconnected as a result of this Agreement. It is Subscriber's sole responsibility to disconnect any existing services. Sparklight will continue to bill Subscriber for any existing services until disconnected by Subscriber.

SECTION 2: MANAGED SERVICE

Subscriber may, at its option purchase Sparklight's Managed Service to run for a term consecutive with Subscriber's Data Services, including Managed Router Service or Managed Security Service. Managed Router Service provides a router/security appliance installed at the Subscriber's site delivering common network security functions including firewall, Secure VPN, and SD-WAN. Managed Security Service includes the features of Managed Router Service, plus content filtering and intruder prevention and detection, monitoring external internet threats at designated access points to the Subscriber's computer network using the firewall appliance placed at Subscriber's premises, managed by Sparklight. Sparklight will configure each router/security appliance to subscriber's firewall policy, to operate in accordance with that firewall policy and the manufacturer's specifications for the particular router/security appliance. SPARKLIGHT will implement changes to Subscriber's firewall policy within four business hours of receiving Subscriber's request.

In addition to other limitations of liability included herein, the following limitation of liability applies to the Managed Service product(s) identified in this Section 2:

SPARKLIGHT'S MANAGED SERVICE AND EQUIPMENT PROVIDED THEREWITH DOES NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. SPARKLIGHT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE MANAGED SERVICE OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, SPARKLIGHT DOES NOT UNDERTAKE ANY RISK THAT SUBSCRIBER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH SUBSCRIBER, NOT SPARKLIGHT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY SUBSCRIBER. SPARKLIGHT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE MANAGED SERVICE IS INTENDED TO DETECT OR AVERT. SUBSCRIBER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO SPARKLIGHT TO PAY SUBSCRIBER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. SUBSCRIBER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM SPARKLIGHT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF SUBSCRIBER OR ANOTHER PERSON.

SECTION 3: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Sparklight Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date of circuit hand-off by Sparklight and shall remain in effect until term specified in Section 4: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee. Questions regarding a bill must be provided to Sparklight within 60 days of receipt of the billing statement in question. Failure to notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before next billing statement is issued to avoid an administrative fee for late payment.

SECTION 4: TERM

This Agreement shall remain in effect for a term of 60 months commencing on the date that Sparklight completes the installation of the Data Service and Managed Service as applicable, and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days prior to the end of the initial 60 month term or any automatic monthly renewal term. For the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

SECTION 5: ENGINEERING REVIEW

Activation of Data Service and Managed Service as applicable is subject to Sparklight Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight Business's refund policies.

SECTION 6: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service and Managed Service as applicable. Subscriber, at no cost to Sparklight Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Sparklight Business to use existing pathways into and in each Building. Sparklight Business-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight Business, in a timely manner, when repair or maintenance is necessary. Except for Sparklight Business's maintenance obligations as set forth herein, Subscriber shall indemnify Sparklight Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide Sparklight Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, router/security appliances for Managed Service, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight Business of its move. Sparklight Business will relocate the Sparklight Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 5, to other Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight Business with reasonable access to such Premises for purpose of removing any Sparklight Business-owned equipment. Sparklight Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 7: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and Managed Service as applicable and equipment is subject to adherence to Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

- (c) collect a listing or directory of Sparklight Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service and Managed Service as applicable, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or
- (i) resell or share any portion of this Data Service and Managed Service as applicable to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight Business reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 8: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service and Managed Service as applicable at Subscriber's own risk, and Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 9: COPYRIGHT MATERIALS

Subscriber shall hold Sparklight Business harmless for any improper use of copyrighted materials accessed through Sparklight Business's Data Service. Sparklight Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission

of the copyright owner. If Sparklight Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, Sparklight Business retains the right to take down or disable access to the allegedly infringing material. It is Sparklight Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight Business also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION 10: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight Business uses resources that are shared with many other subscribers. Moreover, Sparklight Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 11: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight Business has no obligation to monitor content provided through the Data Service and Managed Service as applicable. However, Subscriber agrees that Sparklight Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight Business, (b) protect and defend the rights or property of Sparklight Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 12: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 13: SUBSCRIBER PRIVACY

Sparklight Business is committed to protecting the privacy of Subscriber's personal information. Sparklight Business's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight Business's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 14: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight Business, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight Business's written consent shall be void and shall, at the Sparklight Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight Business all Sparklight Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight Business otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 15: TERMINATION BY SPARKLIGHT BUSINESS

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight Business, or if Subscriber becomes insolvent or bankrupt, Sparklight Business, in addition to all other rights it may have under law or this Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Sparklight Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Sparklight Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Sparklight Business's exercise of its rights under this Agreement.

Sparklight Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight Business may terminate this Agreement.

SECTION 16: TERMINATION BY SUBSCRIBER

If Sparklight Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or this Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight Business shall remove all Sparklight Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Sparklight Business breach, Subscriber will be required to pay an early termination penalty consisting of 100% of the monthly fees for the remaining period of the term. Upon termination request, subscriber recognizes that they are solely responsible for providing correct account information including account numbers, addresses, circuit ID's, as requested on the Disconnect Form. Subscriber acknowledges that failure to provide correct account information could result in continued billings. Sparklight will continue to bill Subscriber for existing services until correct information has been provided.

SECTION 17: DATA SERVICE AND EQUIPMENT

This Section 17 applies only to Direct Internet Access (DIA) or NON-SLA Ethernet Private Line (EPL) Subscribers. Service Level Agreements for Wavelength, EzEthernet, or Fiber EPL are included in a product-specific Exhibit(s) attached to and incorporated into this Agreement.

(a) EXCEPT AS PROVIDED IN SECTION 17(b), SPARKLIGHT BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, SPARKLIGHT BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. (b) EXCLUDING EVENTS BEYOND SPARKLIGHT BUSINESS'S CONTROL, SPARKLIGHT BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE SPARKLIGHT BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO SPARKLIGHT BUSINESS AND A TROUBLE TICKET IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY SPARKLIGHT BUSINESS.

SPARKLIGHT BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES."

LENGTH OF SERVICE INTERRUPTION

Less than 00:04:32 hours

00:04:32 hours up to 06:00:00 hours

06:00:01 up to 12:00:00

12:00:01 up to 24:00:00

24:00:01 and above

PERIOD TO BE CREDITED

NONE

3 Days of the Monthly Charges

7 Days of the Monthly Charges

Half of the Monthly Charges

Full Month Charges

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES

SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY SPARKLIGHT BUSINESS, (6) SPARKLIGHT BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR SPARKLIGHT BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISES AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) SPARKLIGHT BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBER'S USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF SPARKLIGHT BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 18: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:

- (a) THE USE OR THE INABILITY TO USE THE DATA SERVICE AND MANAGED SERVICE AS APPLICABLE;
- (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;
- (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR
- (d) ANY OTHER MATTER RELATING TO SPARKLIGHT BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 19: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold Sparklight Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Sparklight Business Data Service and Managed Service as applicable. Sparklight Business will notify Subscriber within a reasonable period of time about any claim for which Sparklight Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Sparklight Business's interests, as reasonably determined by Sparklight Business. This Section shall survive termination of this Agreement.

SECTION 20: NONDISCLOSURE

(a)

Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

(b)

Each party agrees that violation of this section 20 would result in irreparable injury and the injured party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 21: MISCELLANEOUS

(a)

This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and Managed Service as applicable and/or Sparklight Business-owned equipment.

(b)

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)

The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

SECTION 22: ENTERPRISE WIFI

Enterprise Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the Enterprise Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the Enterprise Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Enterprise Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. Sparklight Business will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight Business has provided greater cybersecurity through the app for the Enterprise Wi-Fi service, with among other features, built-in malware scanning and blocking, Sparklight Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

SECTION 23: ENTERPRISE WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

SECTION 24: BORDER GATEWAY PROTOCOL (BGP) RESPONSIBILITIES

Sparklight supports BGP-4 routing, available to Customers as an optional service feature. Customers to electing to receive BGP service must provide Sparklight with an Autonomous System Number (ASN) assigned to Customer by the American Registry for Internet Numbers (ARIN). Customer must provide the equipment and services necessary to support BGP service, including but not limited to: multihomed internet access, a BGP-4 capable router, enough memory to run BGP-4, and internal technical support capable of maintaining the Service on Customer's equipment. Additional information and requirements for BGP routing will be provided to the Customer upon request.

Texas General Land Office Addendum

The Texas General Land Office ("Customer") and Cable One, Inc. dba Sparklight Business ("Sparklight") agree to the terms and conditions of this Texas General Land Office Addendum ("Addendum"). The Addendum affects, amends, and modifies the Business Service Agreement to which this Addendum is attached and the Sparklight Business Fiber Services Agreement, and Sparklight Business Phone Customer Service Agreement (referred to collectively in this Addendum as the "General Terms") attached to the Business Services Agreement. The terms and conditions of the Addendum take precedence over conflicting terms or conditions in the Business Services Agreement or General Terms.

A. General

1. Sparklight acknowledges and agrees that Customer is a tax-exempt government organization. Sparklight shall not charge any taxes to Customer from which Customer is exempt.
2. No limitation of liability included in the Business Services Agreement or General Terms shall apply to: damages or liability resulting from or caused by negligence or willful misconduct of Sparklight or its officers, directors, agents, employees, representatives, or contractors; or any requirement in the Business Services Agreement, GLO Terms, or General Terms that Sparklight indemnify, defend, or hold harmless the State of Texas, Customer, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees.

B. The Sparklight Business High-Speed Internet Service Agreement is amended as follows:

1. Introductory sentence is modified to reflect that the Agreement is made upon execution of the parties by deleting "is made on 1/30/2024" and replacing with "is made on the date executed by the parties".
2. Introductory sentence is modified to reflect that the name of Subscriber is the Texas General Land Office by deleting "GENERAL LAND" and replacing with "Texas General Land Office".
3. Section 2 is deleted and replaced with the following:

"SECTION 2: MANAGED SERVICES

Subscriber may, at its option purchase Sparklight's Managed Services to run for a term consecutive with Subscriber's Data Services, including Managed Router Service or Managed Security Service. Managed Router Service provides a router/security appliance installed at the Subscriber's site delivering common network security functions including firewall, Secure VPN, and SD-WAN. Managed Security Service includes the features of Managed Router Service, plus content filtering and intruder prevention and detection, monitoring external internet threats at designated access points to the Subscriber's computer network using the firewall appliance placed at Subscriber's premises, managed by Sparklight.

Sparklight will configure each router/security appliance to subscriber's firewall policy, to operate in accordance with that firewall policy and the manufacturer's specifications for the particular router/security appliance. Sparklight will implement changes to Subscriber's firewall policy within four business hours of receiving Subscriber's request.

In addition to other limitations of liability included herein, the following limitation of liability applies to the Managed Service product(s) identified in this Section 2:

SPARKLIGHT'S MANAGED SERVICE AND EQUIPMENT PROVIDED THEREWITH DOES NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. SPARKLIGHT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE MANAGED SERVICE OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, SPARKLIGHT DOES NOT UNDERTAKE ANY RISK THAT SUBSCRIBER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH

AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH SUBSCRIBER, NOT SPARKLIGHT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY SUBSCRIBER. SPARKLIGHT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE MANAGED SERVICE IS INTENDED TO DETECT OR AVERT. SUBSCRIBER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO SPARKLIGHT TO PAY SUBSCRIBER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY.”

4. Section 6 is deleted and replaced with the following:

“SECTION 6: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight (subject to any necessary governmental or third-party approvals) the right to install all necessary equipment for receiving Data Service and Managed Service as applicable. Subscriber, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Sparklight to use existing pathways into and in each Building. Sparklight-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight, in a timely manner, when repair or maintenance is necessary. Subscriber shall provide Sparklight with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight shall retain ownership of all equipment provided hereunder, including all data transmission equipment, router/security appliances for Managed Service, drop and fiber optic material required to provide Service to the business.

Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight of its move. Sparklight will relocate the Sparklight-owned equipment for Subscriber within Subscriber’s Premises or, in accordance with Section 5, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber’s Premises, Subscriber shall provide Sparklight with reasonable access to such Premises for purpose of removing any Sparklight-owned equipment. Sparklight shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.”

5. Section 7 is deleted and replaced with the following:

“SECTION 7: USE OF DATA SERVICE AND EQUIPMENT

Subscriber’s use of the Data Service Managed Service as applicable and equipment is subject to adherence to all relevant laws and Sparklight’s acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- a) invade another person’s privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

- b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- c) collect a listing or directory of Sparklight subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- e) alter, modify or tamper with the equipment or any feature of the Data Service and Managed Service as applicable, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities."

6. Section 9 is deleted and replaced with the following:

"SECTION 9: COPYRIGHTED MATERIALS

Subscriber shall not improperly use copyrighted materials accessed through Sparklight's Data Service. Sparklight bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights."

7. Section 10 is deleted and replaced with the following:

“Section 10: SUBSCRIBER’S RESPONSIBILITY FOR SECURITY

Sparklight uses resources that are shared with many other subscribers. Moreover, Sparklight provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Sparklight also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion and Subscriber undertakes such action at its own risk and shall be solely responsible for any problems, costs, expenses and damages that result. Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber’s failure to take appropriate security measures.”

8. Section 14 is deleted and replaced with the following:

“SECTION 14: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight’s written consent shall be void and shall, at the Sparklight’s option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight all Sparklight-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber’s payment obligations hereunder unless Sparklight otherwise agrees in writing. This Agreement shall be assignable by Sparklight, upon Customer’s prior written consent, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.”

9. Section 15 is deleted and replaced with the following:

“SECTION 15: TERMINATION BY SPARKLIGHT

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Subscriber becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (a) to demand prompt payment of any amounts outstanding for services already rendered, (b) to cease providing services to Subscriber, provided that Sparklight must comply with Texas Government Code Section 2251.051 to suspend performance for Subscriber’s failure to timely pay undisputed amounts due, and (c) to enter the Premises during normal business hours and take possession of all Sparklight-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement.

Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency and Subscriber shall be entitled to a refund of all prepaid charges for services not yet rendered. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement and Subscriber shall be entitled to a refund of all prepaid charges for services not yet rendered.”

10. Section 16 is deleted and replaced with the following:

“SECTION 16: TERMINATION BY SUBSCRIBER

If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Subscriber.”

11. Section 19 is deleted and replaced with the following:

“SECTION 19: NOT APPLICABLE”

12. Section 21(a) is deleted and replaced with the following:

“(a) This Agreement is governed by the laws of the State of Texas, without regard to any conflicts of law provisions. Subscriber hereby consents to the exclusive jurisdiction and venue of courts of competent jurisdiction in Travis County, Texas in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Sparklight-owned equipment.”

13. Section 23 is deleted and replaced with the following:

“SECTION 23: MANAGED WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by any person Subscriber authorizes to use the Subscriber’s account to access the Wi-Fi service.”

C. The Sparklight Business Phone Customer Service Agreement is amended as follows:

1. Section 3(b) is deleted and replaced by the following:

“(b) Interest may be charged on Service accounts that are past due; which charge and method of imposition shall comply with Texas Government Code Chapter 2251 (“Chapter 2251”) and any other applicable law. Payment for the Service(s) must be received by Sparklight in accordance with Texas Government Code Chapter 2251.”

2. Section 3(c) is deleted and replaced by the following:

“(c) If Customer fails to pay its monthly bill and falls more than 30 days past due, Customer may be put into collections and Sparklight Business will apply a soft disconnect which will only permit Customer to make 9-1-1 calls and 6-1-1 calls which are directed to Sparklight Business for payment. No less than seven days after soft disconnect, if Customer still hasn’t made payment, Customer’s Service may be shut down which is also known as a hard disconnect, at which point the Customer will permanently lose its affected phone numbers.”

3. Section 6 is deleted and replaced by the following:

“6. Termination.

(a) If Customer fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight Business, or if Customer becomes insolvent or bankrupt, Sparklight Business, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to demand prompt payment of outstanding amounts for services already rendered, (ii) to cease providing services to

Customer, provided that Sparklight Business must comply with Texas Government Code Section 2251.051 to suspend performance for Subscriber's failure to timely pay undisputed amounts due, and (iii) to enter the Premises during normal business hours and take possession of all Sparklight Business-owned equipment without liability to Customer therefore and without relieving Customer of its obligations under this Agreement.

- (b) Sparklight Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency and Customer shall be entitled to a refund of all prepaid charges for services not yet rendered. In the event Sparklight Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight Business may terminate this Agreement and Customer shall be entitled to a refund of all prepaid charges for services not yet rendered.
 - (c) If Sparklight Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Customer, or if Sparklight Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight Business shall remove all Sparklight Business-owned equipment without cost or fee to Customer.”
4. Section 7(a) is deleted and replaced by the following:
- “(a) The installation services and related equipment that will be available from Sparklight Business for a standard installation are as described in Sparklight Business’s price list. Other services that may be available from Sparklight Business at additional charges for a non- standard installation are also described in Sparklight Business’s price list. All charges are subject to change at any time. If self- installation is available from Sparklight Business and elected by Customer, Sparklight Business will provide kits and instructions and any related installation services as described on the price list. Customer authorizes Sparklight Business to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment.”
5. Section 7(g) is deleted and replaced by the following:
- “(g) If Customer is not the owner of the premises upon which Sparklight Business Equipment and Software are to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for Sparklight Business personnel and/or its agents to enter the premises for the purposes described in this Section 5.”
6. Section 7(j) is deleted and replaced by the following:
- “(j) Customer will not open, alter, misuse, tamper with or remove the Sparklight Business Equipment as and where installed by Sparklight Business, and will not remove any markings or labels from the Sparklight Business Equipment, indicating Sparklight Business ownership, serial or identity numbers or E911 notices. Customer will safeguard the Sparklight Business Equipment from loss or damage of any kind and (except for any self-installation procedures approved by Sparklight Business) will not permit anyone other than an authorized representative of Sparklight Business to perform any work on the Sparklight Business Equipment.”
7. Section 13 is deleted and replaced by the following:
- “**13.** Not applicable.”
8. Section 15 is deleted and replaced by the following:
- “**15.** Not applicable.”

9. Section 16 is deleted and replaced by the following:

“16. Entire Agreement. This Agreement, the accompanying Business Services Agreement, any Terms of Use, Customer Privacy Notice, Promotional Agreements or other rules now or hereafter specified by Sparklight Business for the Phone Service, and any price list(s) or required filings describing the service with any government agency shall constitute the entire agreement between Sparklight Business and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Sparklight Business and Customer with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Customers cable television or cable modem service with Sparklight Business shall remain in full force and effect. Acceptance of the Phone Service shall constitute acceptance of the terms and conditions herein.”

10. Section 19 is deleted and replaced by the following:

“19. Governing Law. This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of Texas but excluding its principles of choice of law or conflicts of law.”

11. Section 21 is deleted and replaced by the following:

“21. Waiver. Failure by Sparklight Business or Customer to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.”

Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

The Texas General Land Office (the “GLO”) and Sparklight Business (“Provider”) (each a “Party” and collectively the “Parties”) agree the terms and conditions herein are incorporated into the contract supplied by Provider (assigned GLO Contract No. 24-105-000-E390) (“Contract”) for all purposes. Provider certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation herein conflicts with any term, condition, statement, or affirmation in another document, the term, condition, statement, or affirmation herein shall control.

1. **Abandonment or Default.** If Provider abandons work or defaults on the Contract by breaching any of its terms or conditions, the GLO may terminate the Contract without notice.
2. **Prohibited Benefits to Public Servants.** Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
3. **Texas Resident Bidder.** Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Bidder, as defined in Section 2155.444(c) of the Texas Government Code, .
4. **Prohibited Financial Participation.** Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.*
5. **Delinquent Child Support.** Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
6. **Executive Head of State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
7. **Debt Owed to the State of Texas.** Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
8. **Executive Order 13224.** Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
9. **Suspension and Debarment.** Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
10. **Convictions or Penalties in Connection with Hurricanes Rita and Katrina; Ineligibility.** Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
11. **State’s Right to Audit Provider.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
12. **Antitrust.** Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.*
13. **Applicable Law; Venue; Sovereign Immunity.** The Contract shall be governed by and construed in accordance with the laws

* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

14. Preference for Texas Products and Materials. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.

15. Conflicts of Interest. Provider has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

16. Confidentiality. To the extent permitted by law, Provider and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Provider or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Provider must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

17. Public Information. The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the

public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

18. Dispute Resolution. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.**

19. Force Majeure. Neither Party shall be liable to the other for any delay in, or failure of performance, of any Contract obligation caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

20. Funding Out Clause. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

21. Taxes, Workers Compensation, Unemployment Insurance – Including Indemnity. (a) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Provider shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

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(b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO is a named co-defendant with Provider in any suit. Provider may not agree to settle any such suit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.*

(c) The GLO is exempt from federal, state, and local taxes. Provider shall not charge any taxes to the GLO.

22. **Indemnity – Acts/Omissions.** PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

23. **Infringement Indemnification.** TO THE EXTENT ALLOWED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER

SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

24. **Independent Contractor; Assignment.** Provider and its employees, representatives, agents, and subcontractors shall serve as independent contractors in the performance of the Contract. Provider and its employees, representatives, agents, and subcontractors shall not be employees of the GLO by virtue of the Contract. Should Provider subcontract any of the services required under the Contract, Provider agrees the GLO is not liable to any subcontractor(s) of Provider. This provision does not relieve Provider of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract. Provider may not assign any right or duty granted or imposed by the Contract without prior written approval of the GLO. Any attempted assignment in violation of this provision is void and without effect. The Contract binds Provider's heirs, assigns, and other successors in interest.

25. **Intellectual Property Ownership.** For the purposes of this paragraph, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract. All Work arising out of or connected with the performance of the Contract is made the exclusive property of the GLO. All right, title and interest in and to said property shall vest in the GLO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to the Contract. To the extent that title to any such Work may not, by operation of law, vest in the GLO, or such Work may not be considered a work made for hire, all rights, Provider

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irrevocably assigns all title and interest therein to the GLO. The GLO shall have the right to obtain and hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Provider shall assist the GLO, State of Texas, and their designees in perfecting the rights defined herein without any charge or expense beyond amounts payable to Provider pursuant to the Contract.

26. **Records Retention.** Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by other applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.
27. **Payment.** Before authorizing payment to Provider, the GLO shall evaluate Provider's performance using the performance standards set forth in the Contract. Provider shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Provider's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Provider acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature. **ALL Provider invoices shall: 1) be submitted via email to VendorInvoices@GLO.TEXAS.GOV; 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display "GLO Contract No. 24-105-000-E390." If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this section.**
28. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
29. **Termination.** The GLO may, in its sole discretion, terminate the Contract upon thirty (30) days' written notice to Provider by email, facsimile, or certified mail return receipt requested. Notice is effective upon Provider's receipt. In the event of such termination, Provider shall, unless otherwise mutually agreed upon in writing, cease all work immediately and terminate any subcontracts. The GLO shall only be liable for payments for any goods or services delivered by Provider before the termination date. If Provider fails to provide the goods or services contracted for according to the provisions of
- the Contract, or fails to comply with any terms and conditions of the Contract, the GLO may, upon written notice of default to Provider, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy. The GLO may exercise any legal, equitable, or contractual right, remedy, or privilege available to it. Provider shall be liable for all costs and expenses, including court costs, the GLO incurs in the enforcement of any of the remedies listed herein. Upon the expiration or termination of the Contract, the GLO shall retain ownership of all work product and documentation obtained from Provider under the Contract.
30. **Fraud.** The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
31. **Assignment of Claims.** Provider hereby assigns to the GLO any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.
32. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
33. **Prohibited Business Engagements.** Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
34. **Cybersecurity Training.** If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
35. **Continuity and Disaster Recovery.** Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
36. **Computer Equipment.** If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
37. **Television Equipment.** If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
38. **COVID-19.** Provider certifies that it does not require its

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customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.

39. **Critical Infrastructure Affirmation.** Pursuant to Government Code Section 2274.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*

40. **Energy Company Boycotts.** If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*

41. **Entities that Discriminate Against Firearm Entities or Trade Associations.** If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*

42. **Professional Sports Teams.** If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at the Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

43. **Survival of Terms and Conditions.** The terms and conditions herein and in the Contract which, explicitly or by their nature, are intended by the Parties to survive the termination or expiration of the Contract shall survive the termination or expiration of the Contract.

44. **Ownership Information.** A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.*

45. **Statements and Representations.** Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current,

complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

46. **Authority.** The person executing the Contract certifies that he/she is duly authorized to execute the Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.

47. **Contracting Information.** To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.*

48. **Cloud Computing Services.** If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.

49. **Security Controls.** If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Provider's compliance with the required controls.

50. **Former State Employment.** Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

51. **Telecommunications Equipment and Services.** If subject to 2 CFR 200.216, Provider shall not obligate or expend funding

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provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

52. **Iron or Steel Products.** To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Provider uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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