

COMMERCIAL TERMS OF SERVICE

By using any internet related service ("Services") provided by TV CABLE OF GRAYSON COUNTY ("TCGC"), Customer agrees to be bound by these Terms of Service, the Acceptable Use Policy, and the Privacy Policy (the "Agreement"). "Equipment" means the components (such as modems or other any gateway devices, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the physical elements necessary to provide the Services.

IF YOU DO NOT AGREE TO BE BOUND BY ANY PROVISION OF THE AGREEMENT, YOU MUST DISCONTINUE YOUR USE OF SERVICES, UNINSTALL ANY TCGC SOFTWARE AND TERMINATE YOUR ACCOUNT.

Agreed Initial Term: Twenty-four (24) months

General Customer Representations and Obligations

Customer represents to TCGC (a) that Customer has the authority to execute, deliver and carry out the terms of this Agreement, and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until informs TCGC of any breach of security.

Terms of Service

These Terms of Service govern Customer's use of the TCGC Services. TCGC reserves the right, but is not obligated, to prohibit any conduct or to remove any materials or content in violation of the Agreement or which TCGC believes in its sole discretion to be illegal or potentially harmful to others or may expose TCGC to harm or liability. TCGC may suspend or terminate Customer's use of TCGC Services for any reason at any time, including if it determines that Customer has failed to comply with any aspect of the Agreement. TCGC reserves the right to take or terminate the use of any user name or e-mail address at any time.

TCGC Services

TCGC retains the right, at its discretion, to make changes to the TCGC Services, including its fees and billing methods and the amount of time a user may access the Internet for free or for a specified fee, or to discontinue some or all of the TCGC Services. TCGC retains the right to limit, restrict or require the use of third party software or services in connection with the TCGC Services. TCGC retains the right to change, suspend or terminate Customer's use of the TCGC Services at any time for any reason, without notice, and nothing herein shall be construed to limit that right.

Monitoring of Network Performance

TCGC and its Affiliates or third party service providers may measure and monitor network performance and the performance of Customer's Internet connection. TCGC will access and record information about Customer's computer profile and settings and the installation of Software in order to provide customized technical support, and Customer agrees to permit TCGC to access and record such data for the purposes described in these Terms of Service. Customer hereby consent to TCGC's monitoring of Customer's Internet connection and network performance, and the access to and adjustment of Customer's computer settings, as they relate to the TCGC Services, Software, or other services which TCGC may offer from time to time.

General Service Limitations

Bandwidth is provided on a per-line basis, and the speed and bandwidth available to each computer or device connected to the network may vary depending upon the number, types and configuration of computers or

devices using the TCGC Services and the type of use (e.g., streaming media or downloading larger files, etc.), network or Internet congestion, and/or the condition of Customer's telephone line and the wiring inside Customer's location, among other factors. Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond TCGC's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by TCGC to perform its obligations under this Agreement, and Customer will not hold TCGC at fault for loss of Customer revenue or lost employee productivity due to Service outages.

Maintenance

To provide the best possible service to its customers, TCGC or its Affiliates or third party provider(s) periodically performs maintenance on its network. In some cases, this may require TCGC to conduct either a planned or unplanned interruption of the Internet Service. TCGC will use commercially reasonable efforts to schedule maintenance outages in a way that minimizes the impact on customers, but TCGC cannot guarantee that Customer's Internet Service will not be interrupted and cannot always give advance notice of such outages. Customer acknowledges and agrees that TCGC shall not be responsible for any losses or damages (of any kind) that may be suffered by Customer as a result of any service interruptions due to maintenance outages.

Network Management

TCGC reserves the right to engage in reasonable network management to protect the overall integrity of its network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at a particular location at any given time, excessive use will be determined primarily by resource consumption. For further information, please refer to TCGC's Acceptable Use Policy.

Customer Use

Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of TCGC. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by TCGC, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the TCGC Network, backbone, nodes or other Services.

Service Location Access

(a) **Access.** TCGC will require reasonable access to Customer's business establishment ("Service Location") as necessary for TCGC to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants TCGC permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with TCGC's assistance, appropriate right of access.

(b) **Site Preparation.** Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by TCGC.

Tampering with the Equipment

Customer shall (a) safeguard Equipment against others; (b) not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper

with any portion of the Equipment; (c) not hire nor permit anyone other than personnel authorized by TCGC acting in their official capacity to perform any work on Equipment; (d) not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of TCGC; and (e) not use any equipment that has an altered electronic serial number or equipment identifier or any equipment that has undergone a factory reset, without seeking and obtaining TCGC's express advance written permission in each instance. Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and TCGC shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement in addition to collection costs including reasonable attorney fees.

Third-Party Software and Hardware.

(a) **Blocking and Filtering.** Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service. Except to the extent set forth in the Supplemental TCGC Business Security Service Section, TCGC shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. TCGC does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does TCGC warrant that the data or files will be free from computer viruses or other harmful components. TCGC has no responsibility and assumes no liability for such acts or occurrences.

(b) **No Support for Third-Party Software and Hardware from TCGC.** Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. TCGC does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. TCGC assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. TCGC has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, TCGC should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at TCGC's discretion and at then-current commercial rates and terms.

Information Provided by TCGC

Customer expressly permits and authorizes TCGC and its Affiliates (and such third parties as may be authorized by TCGC, subject to the Privacy Policy) to furnish Customer, electronically when Customer uses the TCGC Services or by any other means selected by TCGC, information or materials prepared by TCGC or by (or on behalf of) other entities. An "Affiliate" is a company that controls, is controlled by or is under common control with TCGC, such as IBBS or NorthStar.

Use of TCGC Services

Customer is responsible for all use of Customer's TCGC Services and for the security of Customer's login identification, Customer's password and any security lock code that Customer uses to protect access to Customer's data, TCGC personal profile, Customer's file name(s) and files, network and user access, and any information Customer disseminates through use of TCGC Services or through other Internet services. Except as expressly allowed in the Agreement, Customer may not transfer or permit any other person to use TCGC Services. The TCGC Services are for personal, non-commercial use of registered users only and may not be copied, resold, leased, transferred, exchanged or bartered.

Transmission and Receipt of Content

Certain of the TCGC Services may allow Customer to post or send content that can be viewed by others ("User Generated Content"). TCGC exercises no control over User Generated Content passing through its Network or

Equipment, or available on or through the TCGC Site or the TCGC Services. Customer may only post or send User Generated Content on the TCGC Site or through the TCGC Services that Customer created or that Customer has permission to post or send. Customer may not post User Generated Content that violates the Agreement. TCGC does not claim ownership of any User Generated Content. Customer is responsible for any content Customer posts to the TCGC Services, and the consequences for sharing such content. Disputes may arise between Customer and others or between Customer and TCGC related to content or commerce, including User Generated Content. Such disputes could involve, among other things, the use or misuse of domain names; the infringement of copyrights, trademarks or other rights in intellectual property; defamation; fraud; the use or misuse of information; and problems with online auction or commerce transactions. Customer agrees that all claims, disputes or wrongdoing that result from, or are related in any way to, the content of information that Customer posts, transmits, re-transmits or receives through the TCGC Services, TCGC's network or TCGC's equipment are Customer's sole and exclusive responsibility.

Email

Customer is responsible for any damages caused by Customer's decision to download any email or attachments. Customer agrees that TCGC is not responsible for any email or attachments that are blocked or deleted for any reason and that Customer has no right, and TCGC has no obligation, to retrieve or access any such deleted or blocked email or attachments. Customer agrees that TCGC is not responsible for any email or attachments that it fails to block or delete, even if such e-mail or attachments contain viruses or are otherwise harmful to Customer's computers.

Indemnification of TCGC and Affiliates

CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TCGC AND ITS AFFILIATES SUCH AS IBBS AND NORTHSTAR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO CUSTOMER'S BREACH OF ANY OF THE AGREEMENT OR USE (BY CUSTOMER OR ANY THIRD PARTY) OF TCGC SERVICES THROUGH THE TCGC ACCOUNT ASSIGNED TO CUSTOMER, EXCEPT TO THE EXTENT SUCH CLAIMS DIRECTLY RESULT FROM TCGC'S OWN WILLFUL MISCONDUCT. THE FOREGOING INDEMNIFICATION OBLIGATION SHALL SURVIVE ANY TERMINATION OF TCGC SERVICES PROVIDED TO CUSTOMER.

Regulatory Compliance

In the event there is a ruling, regulation, or order issued by a judicial, legislative or regulatory body that causes TCGC to believe that the Agreement may be in conflict with such rules, regulations, and orders, TCGC may terminate or modify the TCGC Services and/or the Agreement immediately without notice.

All Warranties Disclaimed

(a) **As Is.** CUSTOMER ACKNOWLEDGES THAT TCGC SERVICES ARE PROVIDED "AS IS, WITH ALL FAULTS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE TCGC SERVICES OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF TCGC SERVICES OR THAT TCGC SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TCGC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, NON-INFRINGEMENT, MERCHANTABILITY OF COMPUTER PROGRAMS AND INFORMATIONAL CONTENT. TCGC DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO ACCESS OR USE THE TCGC SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT TCGC WILL HAVE SERVICE OR ADEQUATE CAPACITY IN ANY SPECIFIC GEOGRAPHIC AREA. TCGC DOES NOT WARRANT THAT TCGC SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS

THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY INTERNET ACCESS SERVICE OR TCGC SERVICES IN PARTICULAR.

(b) **Further Disclaimer of Warranties.** TCGC FURTHER DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AVAILABILITY, NON-INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE EQUIPMENT, OR NON-INFRINGEMENT.

(c) **Damage, Loss or Destruction of Software Files and/or Data.** Customer uses the Services and Equipment supplied by TCGC at its sole risk. TCGC does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis," as specified above, without warranties of any kind. TCGC assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. TCGC does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.

(d) **Unauthorized Access.** If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of Customer's Service by TCGC without liability for TCGC. TCGC is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the TCGC Indemnified Parties from and against any claims, losses, or damages arising from such use. TCGC is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.

(e) **Force Majeure.** Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive condition shall not be considered a Force Majeure Event.

(f) **Not Liable for Damages.** IN NO EVENT SHALL TCGC OR ITS AFFILIATES BE LIABLE UNDER ANY SECTION OF THESE TERMS OF SERVICE OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT TCGC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. TCGC SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY AND IN NO EVENT SHALL TCGC'S LIABILITY TO CUSTOMER EXCEED THE GREATER OF ONE DOLLAR (\$1.00) OR ANY AMOUNTS ACTUALLY PAID IN CASH BY CUSTOMER TO TCGC FOR THE APPLICABLE SERVICE FOR THE PRIOR MONTH. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE AGREEMENT OR OUT OF THE TCGC SERVICES MAY BE BROUGHT BY CUSTOMER OR TCGC MORE THAN ONE (1) YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION HAS OCCURRED.

Standard Payment Terms

(a) **Charges.** Customer shall pay all associated charges associated with the Service, including but not limited to: a) service or subscription fees, b) applicable taxes, c) surcharges, d) recovery fees, e) telephone charges, f) activation fees, g) installation fees, h) set-up fees, i) equipment charges, j) termination fees, k) other nonrecurring charges, l) fees for supplemental services or features, m) restocking fees, and n) purchases made through the use of TCGC Services. The charges detailed in subsections b) through e) may vary on a monthly basis; any variations will be reflected in Customer's

monthly charge. Customer is responsible for all fees and charges incurred, including applicable taxes and purchases made by Customer or anyone that Customer allows to use Customer's account. This means that, unless Customer's account or payment method information is obtained unlawfully or fraudulently by someone other than those authorized to use Customer's account, Customer will be responsible for all usage and purchases under Customer's account.

(b) **Taxes, Surcharges, and Fees.** Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to TCGC to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. TCGC reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on TCGC which TCGC is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees etc.).

(c) **Change Requests.** Any charges associated with changes or additions requested by Customer subsequent to installation are the sole financial responsibility of Customer.

(d) **Site Visits and Repairs.** If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, TCGC may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.

(e) **Invoicing Errors.** Customer must provide written notice to TCGC of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged.

(f) **Non-payment.** If Services are suspended due to late payment, TCGC may require that Customer pay all past due charges and a reconnect fee.

(g) **Collection Fees.** TCGC may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by TCGC in collecting any unpaid amounts due under this Agreement.

Default; Suspension of Service; Termination

No express or implied waiver by TCGC of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including Termination, shall relieve Customer of its obligation to pay TCGC all amounts due.

(a) **Default by Customer.** Customer shall be in default under this Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice: i.e., Customer is more than 30 days past due with respect to any payment required hereunder; or Customer otherwise has failed to comply with the terms of this Agreement.

(b) **Early Termination.** Customer shall have the right to terminate Service or this Agreement, in whole or part, at any time during the Service Period upon thirty (30) days prior written notice to TCGC, and subject to payment of all outstanding amounts due any applicable Early Termination Charges, and the return of any TCGC Equipment. If Customer terminates an Order in whole or in part, before expiration of the Agreed Term, then Customer will pay the following Early Termination Charges, which represent TCGC's reasonable liquidated damages and not a penalty: a lump sum equal to the applicable

monthly charges Service, multiplied by the number of months remaining in the Agreed Term, based on the number of months remaining in the applicable minimum Agreed Term.

(c) **Month-month renewal.** This Agreement will automatically renew on a monthly basis unless Customer gives written notice to TCGC of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. If Customer attempts to terminate Service prior to the end of a monthly term after the Agreed Initial Term, Customer will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable. Customer will also be responsible for the next full month's charges in the event that Customer does not provide the requisite ten-day notice of disconnection prior to the expiration of the then-current term. Expiration of the term or disconnection of Service will not excuse Customer from paying all accrued and unpaid charges due under this Agreement.

(d) **TCGC's Right to Terminate and Termination Charge.** If Customer is in default, TCGC shall have the right, at its option, without prior notice, and in addition to any other rights of TCGC expressly set forth in this Agreement and any other remedies it may have under applicable law to: immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay TCGC any amounts due under this Agreement as if such suspension of Services had not taken place, including an Early Termination Charge; AND/OR terminate the Services and this Agreement.

(e) **Termination Resulting from Copyright Infringement.** Pursuant to 17 U.S.C. § 512 as amended by Title II of the Digital Millennium Copyright Act, TCGC will terminate Customer's account if Customer uses Customer's account privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. TCGC may, in its sole discretion, decide to terminate Customer's account privileges prior to that time if it has good faith belief that infringement has occurred. TCGC will also terminate Customer's account if Customer is deemed to be a repeat infringer. A repeat infringer is a subscriber who has been notified of infringing activity more than twice and/or has had User Generated Content removed from the TCGC Site or TCGC Services more than twice.

Subpoenas

TCGC may be required to provide information about Customer to a third party. Except as prohibited by law, we will notify Customer if we plan to comply with a civil subpoena related to Customer's TCGC Service. Customer agrees to hold us harmless for the release of Customer's information in connection with a civil subpoena, including, but not limited to, any claims that Customer did not receive notice of the subpoena from TCGC.

Electronic Agreements

Any registrations, agreements, and terms presented by TCGC electronically have the same effect as one in writing and are legally enforceable as a signed writing.

Assignability

TCGC may assign these Terms of Service at any time without notice to Customer. Customer may not assign these Terms of Service to any other person.

Severability

If any provision of the Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to comply with applicable laws, and the remainder shall remain in full force and effect.

No Waiver

Any failure of TCGC to enforce any provision of the Agreement shall not constitute a waiver of any rights under such provision or any other provision of the Agreement.

Notices

Notices to Customer shall be sent to the Customer billing address.

Severability

If any term or portion of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

Governing Law

The law of the State of Texas shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

Waiver

Except as otherwise provided herein, the failure of TCGC to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

I ACKNOWLEDGE RECEIPT OF THESE COMMERCIAL TERMS OF SERVICE:

Signature

Name Printed

Date