



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

An agenda packet containing detailed information on the items listed below is distributed to the County Judge, Commissioners, and County Clerk the Friday preceding the meeting. The agenda packet is also posted on the county website at www.burnetcountytexas.org, under Public Meetings. A hard copy of the agenda packet is available in the County Clerk's office. Our Mission Statement: The mission of Burnet County is to maintain overall efficient and effective management of county resources while providing the services mandated by state and federal law and desired by the citizens of Burnet County.

REGULAR MEETING DATE: Tuesday APRIL 9, 2024

MEETING TIME: 9:00 a.m.

MEETING PLACE: 2nd Floor Courtroom located at 220 S. Pierce, Burnet, Texas

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Presentation of a Proclamation acknowledging April as Child Abuse Awareness Month (Oakley)

Attachments
Child Abuse Proclamation
5. Discussion and/or action regarding the Burnet County Commissioners Court nomination of Kevin Churchwell to the LCRA Region K Water planning group, representing agricultural interests (Dockery)
6. Discussion and/or action regarding the waiver of penalties and interests for property located at 2510 Belaire East Lane, Granite Shoals, Tx. from Mr. Robert Pistilli (Oakley)
7. Discussion and/or action regarding the waiver of penalties and interest with regard to property ID number 123523 by Gloria Flandermeyer (Oakley)
8. Discussion and/or action regarding authorization for Burnet County Pct. 4 to operate county equipment on the property owned by the Marble Falls Rodeo Association, a non-profit organization, for the purposes of arena preparation to benefit all citizens of Burnet County and therefore serving a public purpose (Dockery)

9. Discussion and/or action regarding the adoption of a Resolution by the Burnet County Commissioners Court for the authorization for Tax Exemption under Texas Property Code 11.36 (Oakley)

Attachments

Child Care Resolution

10. Discussion and/or action for the approval to post a non-paying summer internship working in the Burnet County Jail under the supervision of the Magistrate bridging the gap between the criminal justice system and mental health services, advocating for the well-being and rights of justice-involved individuals with mental illness, and promoting positive outcome through collaboration with the Crisis Intervention Team and the Local Mental Health Authority (Oakley/Smith/Tinney)
11. Discussion and/or action regarding the reappointment of Brad Beneski and Tommy Skinner to ESD #5 (Luther)
12. Discussion and/or action regarding the final plat of The Estates of Dominion Ranch, Phase 1, a private subdivision consisting of 106 lots on 467.808 acres located at 6761 FM 2657 (Beierle)
13. Discussion and/or action regarding the replat of lot 33, Burnet Oaks Estates, to be known as lots 33-A and 33-B, 1 lot into 2, to settle a boundary fence dispute (Beierle)
14. Discussion and/or action regarding a replat of lots Y and Z, Council Creek South, Unit No. 2, to be known as lot Z-1, Council Creek South Unit No. 2, a combination of 2 lots into 1 (Luther)
15. Discussion and/or action regarding the final plat for Hollingsworth Business Park, Phase 1, a public subdivision consisting of 1 lot on 2 acres located 9330 E. SH 71 (Dockery)
16. **Executive Session.** Discussion with Burnet County Commissioner's Court and the County Civil Attorney(s) and/or the County Attorney in accordance with Texas Government Codes 551.071. The Commissioners Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues), 551.0725 (Contracts being negotiated).
17. Reconvene in Open Session.
18. Discussion and/or action regarding items discussed in Executive Session.
19. Discussion and/or action regarding Department Updates:
20. Acknowledgment of Receipt:
 - a. MIS Summary for Oct. 1, 2023 - Feb. 29, 2024
 - b. Monthly Septic and Building Permit Report

Attachments

Septic and Bldg Report

21. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
- a. Contract with Austin Environmental Inc., for annex expansion
 - b. Contract proposal with Geotech
 - c. Contract with Spectrum to replace existing contract for jail
 - d. Sponsorship Application from Marble Falls Rodeo Association (\$750) to be paid by Hotel/Motel Tax
 - e. NextLink contract for the Library

Attachments
jail contract
Nextlink

22. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
- a. Award of the paving oil bids opened March 27, 2024
 - b. Call for RFP's for phone system

Attachments
Paving oil bid

23. The following items are part of the Consent Agenda and require no deliberation by the Commissioner's Court. Any item from this agenda may be considered separately:
- a. Consideration and approval of any pending personnel issues within the policy.
 - b. Consideration and approval concerning budget amendments.
 - c. Consideration and approval concerning budget line item transfers.
 - d. Consideration and authorization of payment of claims previously approved by the County Auditor.
 - e. Acceptance of reports of County Officials as required by LGC 115.02 previously examined by the County Auditor
 - f. Consideration and approval regarding Departmental equipment requests and/or property transfers.
 - g. Correspondence.

24. Discussion regarding any previous agenda items.

25. Calendar Review.

26. Adjournment

The Commissioners' Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney) 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations) Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues). Compliance with the Americans with Disabilities Act, Burnet County will provide for reasonable accommodations for persons attending Commissioners' Court. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Ms. Stephanie McCormick, Commissioners' Court Coordinator, at (512) 715-5276. Please note, the location of the meeting is subject to change based upon availability of the Courtroom. If meeting location is changed, notice at the above meeting location shall be posted to ensure public access to meeting is granted.

Posted by 5:00 o'clock P.M. on the 4th day of April, 2024
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

4.

Meeting Date: 04/09/2024

Subject

Presentation of a Proclamation acknowledging April as Child Abuse Awareness Month (Oakley)

Attachments

Child Abuse Proclamation



PROCLAMATION

BURNET COUNTY CHILD ABUSE PREVENTION AND AWARENESS MONTH

WHEREAS, The County of Burnet prides itself on giving back to our communities, contributing to the quality of life among our citizens; and

WHEREAS, The Burnet County Child Welfare Board and Texas Department of Family and Protective Services along with the assistance of CASA for the Highland Lakes Area and the Hill Country Children's Advocacy Center and Caring Hearts for Children, provide assistance and services for abused and neglected children.

WHEREAS, Burnet County has an extraordinary number of children who suffer some form of abuse or neglect each year; and

WHEREAS, through a national effort, Burnet County community members are encouraged to join together to raise awareness for those children fallen victim to abuse and neglect throughout the month of April; and

WHEREAS, this effort will give abused and neglected children in our county, and around the country, a chance for a safe and positive future.

NOW, THEREFORE, The Commissioner's Court of Burnet County do hereby proclaim April, 2024 as

BURNET COUNTY CHILD ABUSE PREVENTION AND AWARENESS MONTH

In this county, and in doing so, we urge all citizens to join in a national effort to raise awareness and to help prevent child abuse and neglect.

Judge James Oakley

Jim Luther, Comm. Pct. 1

Damon Beierle, Comm. Pct. 2

Billy Wall, Comm. Pct. 3

Joe Don Dockery, Comm. Pct. 4

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

9.

Meeting Date: 04/09/2024

Subject

Discussion and/or action regarding the adoption of a Resolution by the Burnet County Commissioners Court for the authorization for Tax Exemption under Texas Property Code 11.36 (Oakley)

Attachments

Child Care Resolution

RESOLUTION BY THE BURNET COUNTY COMMISSIONERS COURT

Authorization for Tax Exemption under Texas Property Code 11.36

Whereas, Texas is experiencing issues concerning adequate numbers of child care facilities. The lack of such facilities has a negative impact upon early childhood education opportunities for children, the ability for parents to partake in employment opportunities, and the ability for economic growth to occur.

Whereas, on November 7, 2023, to combat these issues, the voters of the State of Texas approved Proposition 2, allowing cities and/or counties the ability to create a tax exemption on a portion or all of a property's appraised value of real estate if used to operate a child-care facility.

Whereas, Texas Property Code 11.36 was modified to allow cities and counties to exempt property tax value of not less than 50% for that taxing entity on real estate that is utilized to operate a qualifying child care facility.

Whereas, Texas Property Code 11.36 specifically outlines the qualifications for such facilities. Further, upon adoption, applications and determinations on whether a piece of property meets the requirements of this outlined exemption will be the responsibility of the local county tax appraisal office.

Now, Therefore, the Burnet County Commissioners Court enters into the following Resolution:

I. Resolution

The Burnet County Commissioners Court hereby approves a tax exemption for properties utilized as a child-care facility according to Texas Property Code 11.36 beginning in the 2024 tax year and continuing thereafter. Any qualifying property shall be exempt from _____% (50% to 100%) of the appraised value of the property. The Burnet County Chief Appraiser of the Burnet Central Appraisal Office shall administer all applications made for this exemption and determine whether qualifications and standards outlined by Texas Property Code 11.36 are met.

This Resolution is hereby adopted by the Burnet County Commissioners Court on this ____ day of _____, 2024.

James Oakley
Burnet County Judge

Jim Luther
Burnet County Commissioner Pct. 1

Damon Beierle
Burnet County Commissioner Pct. 2

Billy Wall
Burnet County Commissioner Pct. 3

Joe Don Dockery
Burnet County Commissioner Pct. 4

ATTEST:

Vicinta Stafford
Burnet County Clerk

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

20.

Meeting Date: 04/09/2024

Subject

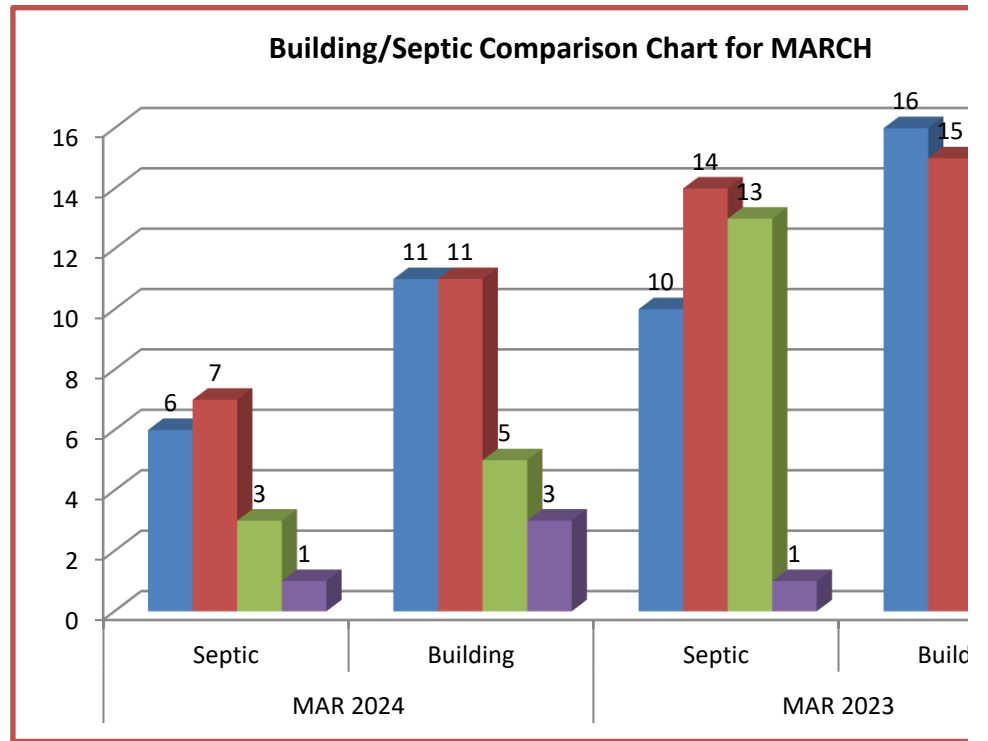
Acknowledgment of Receipt:

- a. MIS Summary for Oct. 1, 2023 - Feb. 29, 2024
 - b. Monthly Septic and Building Permit Report
-

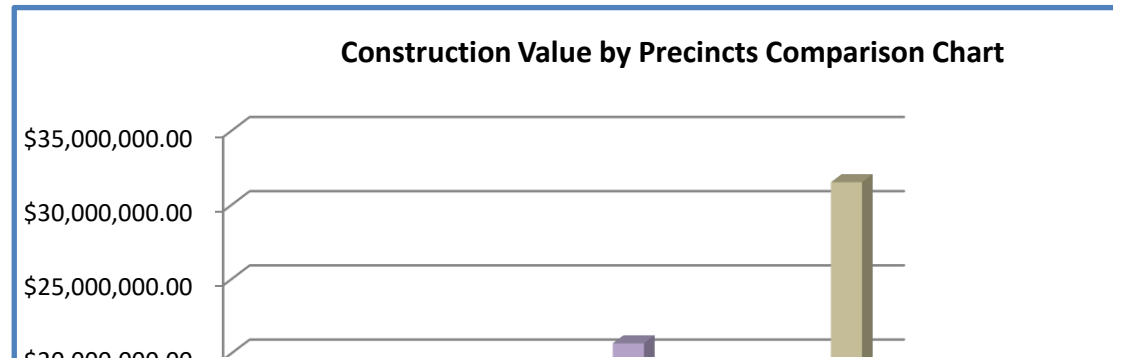
Attachments

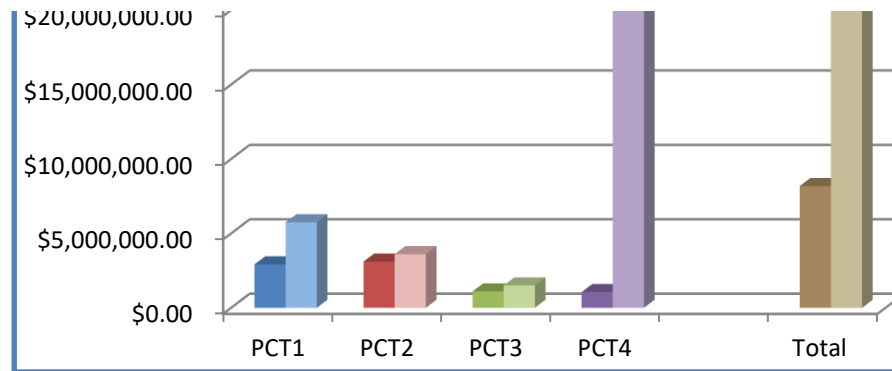
Septic and Bldg Report

	MAR 2024		MAR 2023	
	Septic	Building	Septic	Building
PCT1	6	11	10	16
PCT2	7	11	14	15
PCT3	3	5	13	10
PCT4	1	3	1	11
TOTAL	17	30	38	52

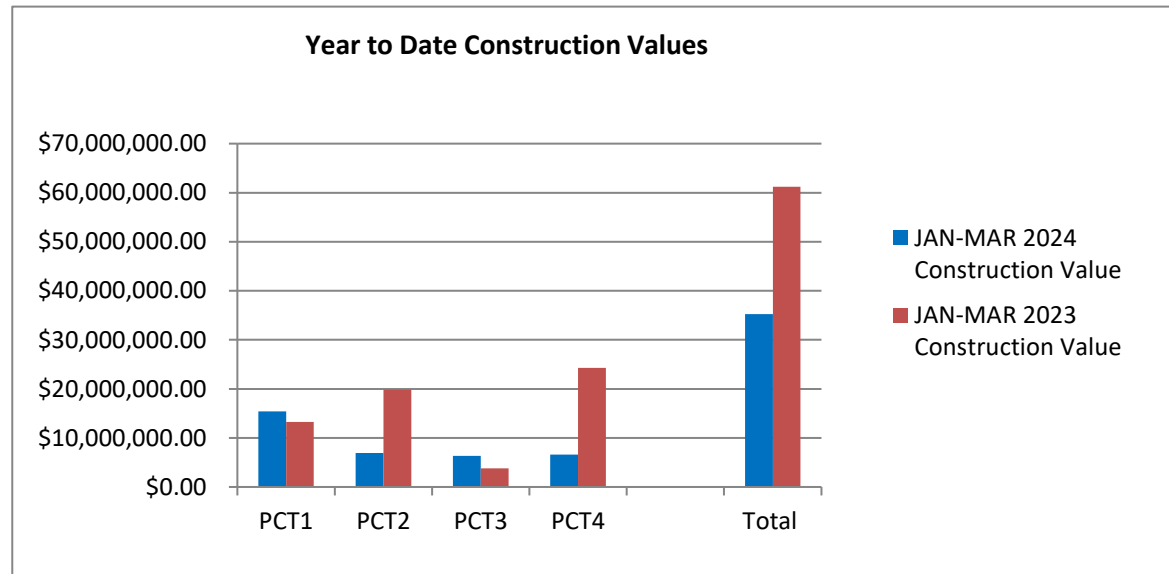


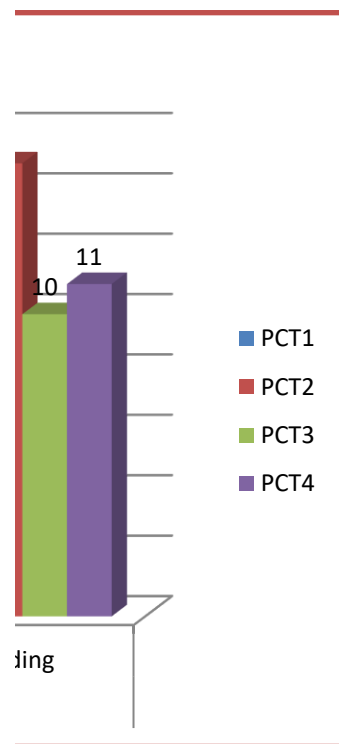
	MAR 2024	MAR 2023	
2024	Construction Value	Construction Value	2023
PCT1	\$2,918,501.00	\$5,747,213.00	PCT 1
PCT2	\$3,105,337.00	\$3,605,000.00	PCT 2
PCT3	\$1,100,000.00	\$1,505,850.00	PCT 3
PCT4	\$1,058,933.00	\$20,694,668.00	PCT 4
Total	\$ 8,182,771.00	\$ 31,552,731.00	

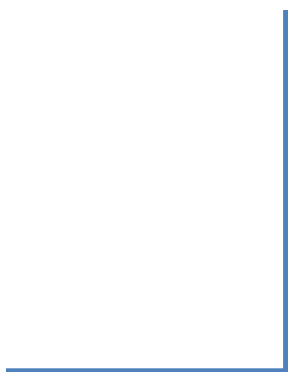




	JAN-MAR 2024	JAN-MAR 2023
	Construction Value	Construction Value
PCT1	\$15,385,145.00	\$13,287,713.00
PCT2	\$6,919,017.00	\$19,850,440.00
PCT3	\$6,360,225.00	\$3,795,850.00
PCT4	\$6,590,023.00	\$24,266,758.00
Total	\$ 35,254,410.00	\$ 61,200,761.00







Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

21.

Meeting Date: 04/09/2024

Subject

Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:

- a. Contract with Austin Environmental Inc., for annex expansion
- b. Contract proposal with Geotech
- c. Contract with Spectrum to replace existing contract for jail
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- e. NextLink contract for the Library

Attachments

jail contract
Nextlink

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Contact Information					
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131			Contact: Jamie Panowicz Telephone: 716-253-7695 E-mail: jamie.panowicz@charter.com		

Fiber Internet Access

SUMMARY OF FIBER INTERNET ACCESS SERVICES									
Service Location Address	City	State	Zip	Service Ordered	Order Term		Quantity	Monthly Recurring Charges (MRC)	Install One-Time Charges (OTC)
900 County Ln	Burnet	TX	78611	1G	60		1	975	0
				Static IP's	60		5	0	0
1601 E Polk St	Burnet	TX	78611	1G	60		1	975	0
Change PTP to New FIA Service	NO ETF's on PTP								
Changes of \$1950 REPLACE current \$1650 - ACCOUNT 229974001				Static IP's	60		5	0	0
TOTAL								\$ 1,950.00	\$ -

Ethernet Service

SUMMARY OF ETHERNET SERVICES - EPL								
Location Description	Location Address	City	State	Zip	Bandwidth	Order term	Monthly Recurring Charges	Install OTC
A - LOCATION								
Z- LOCATION								
TOTAL							\$ -	\$ -

SUMMARY OF ETHERNET SERVICES - EVPL								
Location Description	Location Address	City	state	Zip	Bandwidth	Order Term	Monthly Recurring Charges	Install OTC
AGGREGATION SITE								
REMOTE CIRCUIT SITE								
REMOTE CIRCUIT SITE								
REMOTE CIRCUIT SITE								
REMOTE CIRCUIT SITE								
TOTAL							\$ -	\$ -

SUMMARY OF ETHERNET SERVICES - EPLAN								
Location Address	City	State	Zip	Bandwidth	Metro/Regional OR National	Order Term	Monthly Recurring Charges	Install OTC
TOTAL							\$ -	\$ -

Voice Service

SUMMARY OF VOICE SERVICES								
SERVICE LOCATION								
Location Address	City	State	Zip	Service Ordered	Order Term	Quantity	Monthly Recurring Charges	Install OTC
TOTAL						\$ -	\$ -	\$ -

Additional Information for Business Phone

Telephone Number(s) / PRI Group Lead TN1	Service Location Street Address	Service Location City, State ZIP	E-911 Location (Floor/Suite) (if applicable)	Directory Listings? (Y/N)	Additional or Foreign Listing? (Y/N)
«PHONE_NUMBER»			«Floor_Suite»		

¹ For Trunks (PRI/SIP) list the lead number of the trunk group and the associated E-911 Address.

² Additional and Foreign Listing charges apply/ Detail directory information to be collected at a later time by the Telephony Specialist.

Additional Information for Business Toll Free

Toll Free Number(s)	Primary Ring to Number	Additional Ring To Numbers? (Y/N)**	National Directory Listings? (Y/N)
«PHONE_NUMBER»			

**Additional charges apply/ Additional ring to numbers and other routing information will be collected at a later time by the Telephony Specialist.

SUMMARY OF BUSINESS INTERNET ACCESS								
SERVICE LOCATION								
Street Address	City	State	Zip	Service Ordered	Order Term	Quantity	Monthly Recurring Charges	Install One Time Charges ("OTC")
TOTAL							\$ -	\$ -

SUMMARY OF SPECTRUM BUSINESS TV & ENTERPRISE TV SERVICES								
SERVICE LOCATION								
Street Address	City	State	Zip	Service Ordered	Order Term	Quantity	Monthly Recurring Charges	Install One Time Charges
TOTAL							\$ -	\$ -

Additional Services

Please use this section for any services not listed above.

Service Location Address	City	State	Zip	Service Ordered	Order Term	Qty	Monthly Recurring Charges	Install OTC
TOTAL							\$ -	\$ -

- TOTAL FEES.** Total Monthly Recurring Charges
Total One Time Charges
Charges are due in accordance with monthly invoice
- TAXES.** Prices for Services do not include taxes, surcharges, or other fees.
- NO UNTRUE STATEMENTS.** Customer represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
-

\$	1,950.00
\$	-

SPECIAL TERMS
(If Applicable)

The Parties have caused their duly authorized representatives to execute this Service Order.

Charter Communications Operating, LLC
By: Charter Communications, Inc., its Manager

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER

Burnet County Jail

By: _____
Name: _____
Title: _____
Date: _____

Introduction

Oakalla Library
Attention: Jackie Haynes
28981 Farm to Market Road 963, Oakalla, Texas 78608
Reference: Account 125372803

Dear Jackie Haynes:

Thank you for the opportunity to serve the connectivity needs of Oakalla Library. Nextlink is pleased to provide the following solution to meet the requirements of your Data and/or Voice needs.

We believe that our proposal and pricing are competitive and provide the best total solution available in the industry. Nextlink stands ready and committed to providing a solution that leverages your investments to their fullest capacity. Oakalla Library is presented with a solution that will fully migrate/scale over time, at your pace, to meet your long-term objectives. In addition, Nextlink continues to invest in market-leading technology coupled with "Best in Class" services and maintenance.

Thank you again for allowing Nextlink to address your business connectivity needs and we look forward to working with Oakalla Library for many years to come.

Sincerely,
Sarah Tyree
Nextlink
402-860-9025
styree@team.nxlink.com

About Nextlink

Nextlink Internet delivers reliable and scalable High Speed Internet and Voice Services throughout the south central United States, utilizing a hybrid fiber and fixed wireless technology to reach the rural and under-served enterprise, commercial, and residential markets. Through integrity, accountability, passion, and a focus on success, Nextlink is a company that honors commitments, provides solutions, and strives for the highest quality of customer satisfaction.

Our Values

Committed to providing exceptional service by listening carefully and responding quickly to the needs and expectations of our customers.

Committed to professionalism and honesty in all of our working relationships, holding ourselves accountable to the highest ethical and performance standards.

Committed to contributing to the prosperity in the communities in which we serve. Committed to providing quality products and services with proven results.

Committed to excellence and efficiency across our operations resulting in a cost-effective solution for our customers.

Products & Services

Installation Services / Labor

Service(s)	Price	Charge Type	QTY	Subtotal
Nextlink Business Installation	\$150.00		1	\$150.00
Account Setup Fee	\$15.00		1	\$15.00
Promo	-\$150.00		1	-\$150.00

Installation Services / Labor Total \$15.00

Federal and state tax and regulatory authorities impose fees and taxes that may differ by location and service usage. These fees are passed through as individual line items on your monthly bill.

Monthly Recurring

Name	Price	QTY	Term (yr)	Subtotal
Business Link50 Up to 50x10 Mbps	\$75.00	1	2	\$75.00
Managed Router	\$0.00	1	2	\$0.00

Business Protection Plan	\$6.99	1	2	\$6.99
<u>PROTECTION PLAN WILL COVER:</u> - Standard service call, labor, and material cost to send out a technician for issues within the wiring, jacks and/or equipment if deemed necessary after the standard troubleshooting process with Nextlink Technical Support. - Diagnostic work to determine where the problem is located. - Cost to repair and/or replace any CONNECTED and ACTIVE wiring, jacks and/or equipment (from the demarcation point up to and including the equipment) that develop service problems – ONLY if they were installed and/or activated by Nextlink.				

Total Monthly Recurring \$81.99

Federal and state tax and regulatory authorities impose fees and taxes that may differ by location and service usage. These fees are passed through as individual line items on your monthly bill.

Equipment

Service(s)	Price	QTY	Term (yr)	Subtotal
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Equipment Total Non-Recurring \$0.00

Federal and state tax and regulatory authorities impose fees and taxes that may differ by location and service usage. These fees are passed through as individual line items on your monthly bill.

Support Contact

At Nextlink Internet, we pride ourselves in exceptional customer service. Below you will find information on frequently asked questions, troubleshooting tips, and equipment setup. In addition, Nextlink Internet has an experienced support staff with the knowledge and desire to assist you with setting up and troubleshooting your network connectivity.

Technical Support		Online Resources
Hours:	Mon - Fri 7am - 11pm Sat. 7am - 10pm Sun 7am - 10pm Commercial and Enterprise: 24 / 7 / 365 NOC and Tech Support	Internet Support Troubleshooting Speed Test
Phone:	1-855-NXT-LINK (855-698-5465)	Phone Support Troubleshooting
Email:	support@team.nxlink.com sales@team.nxlink.com billing@team.nxlink.com	

Agreement

This Service Order Form constitutes the entire and only agreement with respect to the subject matter hereof between Subscriber and Nextlink, applicable also to all users of Subscriber's account. This Service Order Form and the referenced Service Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to the subject matter hereof, except as expressly set forth in this document. By executing this Service Order Form, the parties agree to the terms and conditions of this Service Order Form and the Service Agreement.

AGREED TO AND ACCEPTED:

Subscriber _____	NextLink _____
Title _____	Title _____
Date _____	Date _____

Master Service Agreement

NEXTLINK INTERNET'S TERMS AND CONDITIONS FOR STANDARD AND PREMIUM INTERNET AND VOICE SERVICES

PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY AS IT SETS FORTH SUBSCRIBER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO USE OF THE SERVICE. **THIS AGREEMENT ALSO LIMITS THE REMEDIES AVAILABLE TO SUBSCRIBERS IN THE EVENT OF A DISPUTE, INCLUDING AN ARBITRATION AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES.**

This Master Service Agreement (the "MSA" or "Service Agreement") is an agreement between AMG Technology Investment Group, LLC d/b/a Nextlink Internet ("NEXTLINK INTERNET," "Company," "Us," "We," or "Our") for the purpose of establishing the terms and conditions under which NEXTLINK INTERNET will furnish wireless and fiber-based internet access services, IT support and/or maintenance services, Voice over Internet Protocol ("VoIP") services, and/or additional services as identified herein (collectively, the "Services," and individually, a "Service"). This MSA governs all individual and entity subscribers for NEXTLINK INTERNET's Services ("You," "Your" or "Subscriber"). (NEXTLINK INTERNET and Subscriber, are each a "Party" and, collectively, the "Parties." "Affiliate" means an entity that controls, is controlled by, or is under common control with NEXTLINK INTERNET). This Service Agreement outlines the terms and conditions under which NEXTLINK INTERNET is providing Services to Subscriber and the associated obligations of both Parties.

This Service Agreement governs standard Internet access Service ("Standard Internet Service") and VoIP Service ("Standard VoIP Service"), collectively "Standard Services" for residential and business Subscribers. Premium dedicated Internet access service ("Premium DIA Service"), customized VoIP Services ("Premium VoIP Services"), and related Services that are customized for high-volume commercial, government, institutional, educational, business park, apartment complexes and other residential multiple dwelling unit Subscribers, collectively, "Premium Services," are also governed by this Service Agreement.

By using the Services, Subscriber understands, acknowledges and agrees to be bound by the terms and conditions of this Service Agreement and all documents incorporated or referenced herein, as each may be amended from time to time, including without limitation NEXTLINK INTERNET's Privacy Policy, Open Internet Transparency Statement ("OITS"), Confirmation of Sale ("COS") for Standard Services, Service Level Agreement ("SLA") for Premium Services, and the DMCA Notice to Copyright Holders Regarding Alleged Infringement ("DMCA Notice").

PART I – THE SERVICE, AND THIS SERVICE AGREEMENT

1. ELIGIBILITY AND OBLIGATIONS OF SUBSCRIBERS

- 1.1. SUBSCRIBER ELIGIBILITY AND USE OF THE SERVICES** – Individual Subscribers represent and warrant that they are at least 18 years of age and have full legal authority to execute this Agreement. If a Subscriber is not an individual but is a corporate or organized entity, the individual representative executing this Agreement, represents and warrants that he/she has full legal authority to execute this Service Agreement on behalf of the Subscriber.
- 1.2.** Subscriber understands, acknowledges and agrees that the Service is personal to Subscriber and agrees not to assign, transfer, resell or sublicense Subscriber's rights under this Service Agreement unless specifically permitted by the terms of this Service Agreement.
- 1.3.** For residential Subscribers, Subscriber understands, acknowledges, and agrees that the Services and the "NEXTLINK INTERNET Equipment" (as defined below) shall be used only by Subscriber and by members of Subscriber's immediate household living with Subscriber at the same service address (unless designated otherwise in the COS), and Subscriber will not redistribute or share the Services with any others or transmit the Services over a wireless or other network that is not secured.
- 1.4.** For non-residential Subscribers, Subscriber agrees that the Services and the NEXTLINK INTERNET Equipment shall be used only by Subscriber and by authorized employees, patrons, contractors, representatives, vendors, and visitors of Subscriber located or operating at the same service address (unless designated otherwise in the COS or SLA), and Subscriber will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured.

2. OTHER SUBSCRIBER OBLIGATIONS FOR USE OF THE SERVICES

- 2.1.** Subscriber agrees that Subscriber is responsible for installing, establishing, setting up, verifying and maintaining the email address, account, options, settings and other parameters under which the Services are used, including, without limitation, all related passwords and user identification information. Subscriber understands, acknowledges and agrees that these account functions may be performed only by a person at least 18 years of age, without exception.
- 2.2.** Subscribers represent and warrant that the personally identifiable information ("Personal Information") Subscriber provides to NEXTLINK INTERNET during the term of this Service Agreement, including without limitation Subscriber's legal name, email address, service address, billing address, telephone number(s), and payment data (including without limitation information provided when authorizing Automated Clearing House ("ACH") payments or other recurring payments) and Non-Personal Information, such as, but not limited to, the number of computers on which the Service is being accessed (collectively, the "Subscriber Information") for purpose of this Service Agreement is accurate, complete and current throughout the term of this Service Agreement.
- 2.3.** Subscriber represents and warrants that when Subscriber transmits, uploads, posts, or submits any "Subscriber Material" (as defined herein) using the Services, Subscriber has the legal right to do so and that Subscriber's use of such Subscriber Material does not violate any copyright or trademark laws or any other third party rights. Subscriber Material collectively includes without limitation any lawful or unlawful software, computer programs, applications, data, photographs, video and/or audio content, text, files, and other information, including emails, address book and web storage content – anything installed by Subscriber on NEXTLINK INTERNET's servers or via the NEXTLINK INTERNET Network not provided by NEXTLINK INTERNET.
- 2.4.** Subscriber shall be responsible for all access to and use of the Services through Subscriber's account or password(s) and for any fees incurred for service, software or other merchandise purchased thereon or any other expenses incurred in accordance with the terms of this Service Agreement. Except for items that are the subject of a bona fide dispute that has been noticed to NEXTLINK INTERNET pursuant to Section 8.3.3 of this Service Agreement, Subscriber promises to timely pay such amounts billed for services, software or merchandise and any related fees, taxes and charges. Permitted users of Subscriber's account are limited to those entities to which Subscriber provides access. Subscriber acknowledges that Subscriber is aware that areas accessible on or through the NEXTLINK INTERNET Service may contain material that is unsuitable for minors (persons under 18 years of age). Subscriber

acknowledges sole responsibility to prevent minors from accessing unsuitable material through Subscriber's account, including installation of filtering software. NEXTLINK INTERNET is not responsible for any content accessed by Subscriber or anyone who utilizes the NEXTLINK INTERNET Service.

2.5. Subscriber understands, acknowledges and agrees that prior to NEXTLINK INTERNET servicing any "Subscriber Equipment" or "NEXTLINK INTERNET Equipment" (as defined below), it is Subscriber's responsibility to: (i) back-up the data, software, information or other files stored on Subscriber's computer or other device including but not limited to disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (ii) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Subscriber's equipment. Under no circumstances shall NEXTLINK INTERNET and/or its Operational Service Provider(s) be liable for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media.

3. INSTALLATION AND USE OF SUBSCRIBER EQUIPMENT

3.1. It is Subscriber's responsibility, at Subscriber's own expense, to obtain, maintain and operate suitable and fully compatible equipment to access the Services. Subscriber acknowledges that such equipment may have been acquired by Subscriber separate and apart from this Service Agreement ("Subscriber Equipment"). Subscriber is solely responsible for maintaining equipment that Subscriber has acquired. NEXTLINK INTERNET MAKES NO REPRESENTATION OR WARRANTIES PURSUANT TO THIS SERVICE AGREEMENT, EITHER EXPRESS OR IMPLIED, REGARDING SUCH SUBSCRIBER EQUIPMENT (ALTHOUGH SUBSCRIBER MAY HAVE LIMITED WARRANTIES UNDER A SEPARATE PURCHASE AGREEMENT FROM THE SELLER OR MANUFACTURER OF THE EQUIPMENT).

3.2. Please note that Subscriber authorizes NEXTLINK INTERNET to automatically check Subscriber's premise equipment via the Internet and to provide upgrades via the Internet that will be automatically downloaded to Subscriber's system. In addition, NEXTLINK INTERNET may check the health and status of Subscriber's system, via the Internet, to ensure that the configuration of Subscriber Equipment is optimized for use with the NEXTLINK INTERNET Service.

4. INSTALLATION AND USE OF NEXTLINK INTERNET EQUIPMENT

4.1. Subscriber understands, acknowledges and agrees that at the time of installation of the Services, the equipment leased, owned and/or operated by NEXTLINK INTERNET (specifically, module, power injector, ethernet cable, antenna and mounting hardware), listed on the COS or in the SLA (collectively, "NEXTLINK INTERNET Equipment") was installed at a location and in a manner authorized by Subscriber. Subscriber further understands, acknowledges and agrees that the NEXTLINK INTERNET Equipment may, at NEXTLINK INTERNET's sole discretion, be refurbished or otherwise used equipment. The NEXTLINK INTERNET Equipment is and shall remain the property of NEXTLINK INTERNET, and Subscriber shall acquire no ownership interest therein by virtue of the payments provided for herein or the attachment of any portion of the NEXTLINK INTERNET Equipment to the Subscriber's premises or otherwise. Subscriber and NEXTLINK INTERNET expressly understand, acknowledge and agree that the NEXTLINK INTERNET Equipment is not and shall not be considered a fixture to Subscriber's premises.

4.2. Subscriber understands, acknowledges and agrees that NEXTLINK INTERNET is not responsible for any malware, spyware, or other potentially harmful viruses or material transmitted via the NEXTLINK INTERNET Equipment and/or any software provided by NEXTLINK INTERNET or a third party vendor.

4.3. Subscriber further agrees to not alter, modify or tamper with the NEXTLINK INTERNET Equipment or the Service, or to permit, encourage or solicit any other person to do the same, unless such person has been authorized to do so by NEXTLINK INTERNET.

4.4. At such time as Subscriber or NEXTLINK INTERNET terminate the Service for any reason, Subscriber will return the NEXTLINK INTERNET Equipment to NEXTLINK INTERNET within fifteen (15) calendar days in the same condition it was received (ordinary wear and tear excepted), and in accordance with NEXTLINK INTERNET's then-current return procedures. In the event that Subscriber has not returned the NEXTLINK INTERNET Equipment within fifteen (15) calendar days as set forth in the previous sentence, or in the event that the NEXTLINK INTERNET Equipment is damaged, destroyed, lost or stolen in Subscriber's possession or otherwise inoperable, Subscriber shall be solely responsible for the cost of replacement or repair of any lost, stolen, damaged, sold, transferred, leased, encumbered or assigned NEXTLINK INTERNET Equipment or part thereof, together with any incidental costs incurred by NEXTLINK INTERNET relating to the replacement, repair or installation of NEXTLINK INTERNET Equipment, including storm damage or acts of God. Subscriber shall pay an "Equipment Replacement Fee" of up to one hundred fifty dollars (\$150.00 U.S.) for each piece of NEXTLINK INTERNET Equipment that is damaged and/or not properly returned to NEXTLINK INTERNET upon termination or expiration of this Agreement for any reason. Any damage caused by lightning, wind, hail, falling debris (such as without limitation tree limbs, trees, and pine cones), sports or recreational balls, or any toy or material will be covered by the Subscriber's property or other insurance or paid out of pocket by Subscriber.

4.5. Subscriber understands, acknowledges and agrees that NEXTLINK INTERNET or its designated Operational Service Provider (as defined below) may be required to access Subscriber's premises or system in order to install and maintain the components necessary for Subscriber to access the Services. This may include opening Subscriber's computer to install, repair or replace equipment or install software on Subscriber's computer(s) at Your location and installing a VoIP compatible phone(s). By accepting this Service Agreement, scheduling a service or installation visit and permitting NEXTLINK INTERNET or its Operational Service Provider(s) to enter Subscriber's home, business, or location, Subscriber hereby authorizes NEXTLINK INTERNET or its Operational Service Provider(s) to access Subscriber's computer(s) for the purpose of installing, repairing or replacing the necessary components. By requesting a NEXTLINK INTERNET Service, any Subscriber that is not the owner of the property at which the Service is being installed (e.g., a tenant or lessee) agrees that Subscriber has obtained any necessary permission or clearance from the property owner for the installation. Subscriber shall bear all responsibility for any installation work for which the property owner's permission has not been granted and for any associated damage to the property. Neither NEXTLINK INTERNET nor its Affiliates, Operational Service Provider(s) shall have any liability whatsoever for any losses resulting from installation, repair or other services, including, without limitation, damage to Subscriber's premises or loss of software, data or other information from Subscriber's computer(s). This limitation does not apply to any damage arising from the gross negligence or willful misconduct of any installation or maintenance service provider. NEXTLINK INTERNET installs ground wire as a matter of course because the ground wire can protect electronic equipment and the premises from damage caused by electrical storms and lightning. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of Services requested and other factors. Subscriber further understands, acknowledges and agrees that NEXTLINK INTERNET owns all equipment installed and provided in connection with the NEXTLINK INTERNET Service (including any VoIP telephones).

4.6. Subscribers of any VoIP Service will pay a five dollar (\$5.00 U.S.) one-time fee per number to transport (also called "port") any telephone number from Your previous subscriber.

4.7. Subscriber agrees to notify NEXTLINK INTERNET at least fourteen (14) business days before Subscriber moves or vacates the location where NEXTLINK INTERNET Equipment is installed. Upon notification of a move or vacating a service location, NEXTLINK INTERNET will de-install NEXTLINK INTERNET Equipment located on the outside of Subscriber's premises. NEXTLINK INTERNET will coordinate with Subscriber a time in which NEXTLINK

INTERNET can retrieve any NEXTLINK INTERNET Equipment inside Subscriber's premises. Subscriber will pay a "Move Service Fee" of seventy dollars (\$70.00 U.S.).

4.8. Subscriber is considered the registered recipient of the NEXTLINK INTERNET Services until NEXTLINK INTERNET receives notice of termination as set forth in this Service Agreement, and Subscriber will be liable for any charges or fees incurred by the use of Subscriber's NEXTLINK INTERNET Equipment by anyone else up to the time that NEXTLINK INTERNET receives Subscriber's notice, unless otherwise provided by state law. If any NEXTLINK INTERNET Equipment is stolen or otherwise removed from Subscriber's premises without Subscriber's authorization, Subscriber must notify NEXTLINK INTERNET immediately, or Subscriber may be liable for payment for unauthorized use of Subscriber's NEXTLINK INTERNET system. Subscriber will not be liable for such unauthorized use after NEXTLINK INTERNET has received Subscriber's notification.

5. ACCESS TO SUBSCRIBER'S PREMISES

5.1. Subscriber agrees to provide NEXTLINK INTERNET and its agents with reasonable access to subscriber's premises to install, configure, inspect, maintain, repair, upgrade, replace, and/or remove (collectively, "modify") the Services. Subscriber authorizes any adult resident or guest at Subscriber's residence to grant access to Subscriber's premises for these purposes. Subscriber understands and agrees that NEXTLINK INTERNET may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) to modify the Services and may install equipment on the exterior and interior of the premises (including underground conduit and equipment affixed to the outside of the premises) at any reasonable location.

5.2. If Subscriber does not own the premises or Subscriber's premises is part of a multi-dwelling unit, Subscriber represents and warrants that Subscriber has obtained permission from any necessary party, including, but not limited to, the owner, landlord, or building manager, to allow NEXTLINK INTERNET and its agents reasonable access to modify the Services, make alterations NEXTLINK INTERNET deems necessary for the modifications, and/or install equipment. Subscriber acknowledges that Subscriber may be asked to provide written evidence that all necessary permissions have been received.

5.3. Subscriber acknowledges that NEXTLINK INTERNET may use existing wiring located within or around Subscriber's premises to provide the Services, including altering or removing wiring, accessories, and equipment. Subscriber represents and warrants that Subscriber owns or controls the wiring or has any necessary permissions to grant NEXTLINK INTERNET to use existing wiring. NEXTLINK INTERNET has no responsibility for the operation, support, maintenance, or repair of wiring in and around Subscriber's premises, except as otherwise described to Subscriber in writing.

5.4. Without limiting any other provisions of this Service Agreement, Subscriber agrees to indemnify NEXTLINK INTERNET from and against all claims by an owner, landlord, building manager, or other party in connection with the modification or provision of the Services, alteration of the premises, installation of the equipment, access to the premises, or use of existing wiring.

6. MODIFICATIONS; RIGHTS OF TERMINATION OR SUSPENSION

6.1. MODIFICATION OF THIS SERVICE AGREEMENT; NOTICES – At any time following delivery of effective notice, published by NEXTLINK INTERNET via Subscriber's designated email address, NEXTLINK INTERNET may modify this Service Agreement, including, without limitation, pricing and billing terms. Subscriber is required to ensure NEXTLINK INTERNET possesses a valid email address for Subscriber at all times for notice purposes. In the event Subscriber does not agree to such modifications, then Subscriber must terminate the subscription and stop using the NEXTLINK INTERNET Service prior to the effective date of such modifications, which will be stated clearly in the Company's notice to Subscriber. NEXTLINK INTERNET will comply with applicable state and federal notice requirements and, in all cases, will provide a minimum of ten (10) calendar days' notice of any modifications. Subscriber understands, acknowledges and agrees that Subscriber's continued use of the NEXTLINK INTERNET Service after the effective date of such modifications constitutes Subscriber's acceptance of same.

6.2. MODIFICATION OF THE NEXTLINK INTERNET SERVICE – NEXTLINK INTERNET may also discontinue, add to or revise any or all aspects of the NEXTLINK INTERNET Service, including access to support services, publications and any other products or services ancillary to the NEXTLINK INTERNET Service. NEXTLINK INTERNET may, among other things, (a) subject to NEXTLINK INTERNET's Privacy Policy, make available to third parties information relating to NEXTLINK INTERNET or its subscribers, (b) withdraw, change, suspend or discontinue any functionality or feature of the NEXTLINK INTERNET Service, and (c) limit access to the NEXTLINK INTERNET Service to prevent abusive consumption and ensure fair access for all subscribers.

7. TERMINATION OF SERVICE AGREEMENT BY SUBSCRIBER

Termination provisions for any Premium Services are set forth in the Premium SLA. The following provisions apply only to the Standard Services:

7.1. Standard Services In the event that NEXTLINK INTERNET modifies this Service Agreement, Subscriber may immediately terminate Subscriber's account and this Service Agreement, without liability for payment of any termination charges, by notifying NEXTLINK INTERNET via email at billing@team.nxlink.com within ten (10) calendar days of the date of the email notice (as provided in Section 5.1 herein). Subject to Subscriber's payment of the termination charges herein described, Subscriber may also do so at any other time, for any reason or for no reason, upon thirty (30) days' notice to NEXTLINK INTERNET via email at billing@team.nxlink.com. Subscriber must terminate this Service Agreement in accordance with the terms and conditions specified herein. Failure to do so may delay or prevent NEXTLINK INTERNET from knowing that a termination was intended. Subscriber will continue to be liable under this Service Agreement for all fees and charges until such time as this Service Agreement has been properly terminated. In the event that Subscriber terminates Subscriber's subscription to the NEXTLINK INTERNET Service prior to the expiration of the minimum commitment period specified in the COS or SLA for the applicable service plan, Subscriber may be subject to an "Early Termination Fee" of four-hundred dollars (\$400 U.S.) or the remaining contractual value (whichever is the lesser amount). The contractual value includes any activation or monthly fees, connect time charges, ISP service charges, minimum charges and other amounts charged to or incurred by Subscriber, or by users of Subscriber's account, at the rates in effect at the time Subscriber cancels multiplied by the remaining months of the Subscriber's term.

7.2. Premium Services "Early Termination Fee" of 50% of the contractual value. The contractual value includes any activation or monthly fees, connect time charges, ISP service charges, minimum charges and other amounts charged to or incurred by Subscriber, or by users of Subscriber's account, at the rates in effect at the time Subscriber cancels multiplied by the number of months in the Subscriber's term.

8. TERMINATION OR SUSPENSION OF SERVICE AGREEMENT BY NEXTLINK INTERNET

8.1. Subscriber understands, acknowledges and agrees that the Services and all Service features are subject to availability on an ongoing basis. Except as provided below or restricted by applicable state or federal law, Subscriber further understands acknowledges and agrees that NEXTLINK INTERNET may cease to offer the Service or any Service feature at any time, for any reason or no reason, and without advance notice to Subscriber.

8.2. Without limiting the generality of the foregoing, NEXTLINK INTERNET may also suspend, disconnect or terminate the Service if NEXTLINK INTERNET believes in its sole discretion that Subscriber has (i) failed to pay Subscriber's invoice when due pursuant to Section 8.3; (ii) threatened or harassed or is reasonably believed to have threatened any NEXTLINK INTERNET employee, Operational Service Provider, agent, representative or vendor; or (iii) violated or is believed to have violated any other provision of this Service Agreement. NEXTLINK INTERNET will not suspend or disconnect service for a Subscriber

on any Friday, Saturday, Sunday or legal holiday, on any day when NEXTLINK INTERNET's offices are not open to the public, except where an emergency exists, or during the last two (2) hours of a business day.

8.3. In the event that NEXTLINK INTERNET either terminates or suspends Subscriber's account or this Service Agreement for reasons other than the event of a dangerous condition or violation of this Service Agreement by the Subscriber or any user of Subscriber's account, then NEXTLINK INTERNET shall provide Subscriber a minimum of fourteen (14) days' notice, or other period of notice as required by any applicable state, federal or international statute, regulation, rule, policy or treaty ("Applicable Law"), of such termination or suspension. Except as prohibited by Applicable Law, NEXTLINK INTERNET may immediately and without prior notice, terminate Subscriber's account and this Service Agreement in the event of a dangerous condition or a violation this Service Agreement by Subscriber or any user of Subscriber's account.

Part II – PAYMENT

9. FEES AND PAYMENT

9.1. FEES, TAXES AND OTHER CHARGES – Subscriber agrees to pay, in accordance with the provisions of the monthly rate plan Subscriber has selected and set forth in the COS or SLA, any registration, activation or monthly fees, connect time charges, ISP service charges, minimum charges and other amounts charged to or incurred by Subscriber, or by users of Subscriber's account, at the rates in effect for the billing period in which those amounts are charged or incurred. Subscriber agrees to pay all applicable taxes related to use of the NEXTLINK INTERNET Service by Subscriber or other users of Subscriber's account. Information on charges and surcharges (if any) that are to be paid to NEXTLINK INTERNET and are incurred by Subscriber or by other users of Subscriber's account will be made available to Subscriber on the NEXTLINK INTERNET website, and Subscriber agrees that this is sufficient notice for all purposes as to charges incurred, paid or to be paid to NEXTLINK INTERNET. NEXTLINK INTERNET reserves the right to increase fees, surcharges, monthly subscription fees or to institute new fees at any time following delivery of effective notice, as provided in Section 8.3.3 herein. Unless required by Applicable Law, Subscriber understands, acknowledges and agrees that Subscriber may not receive a paper bill in the mail for Subscriber's Service; a digital or electronic bill will be sent. Additional terms relating to pricing, billing and payment, which are an integral part of this Service Agreement, are set forth in the COS or SLA, and are incorporated herein by reference.

9.2 CONTINUED PAYMENT NOTWITHSTANDING TERMINATION OR SUSPENSION – Notwithstanding any termination or suspension of this Service Agreement, any portion of Your account, or any suspension or termination of access to or use of the Services, Subscriber will remain responsible for any obligations accrued up to the date of such action(s), including payment of any charges that may be due as a result of or in connection with such action(s). Subscriber's payment and other obligations under this Service Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened or credibly alleged) of this Service Agreement or of any law or legal obligation, whether by Subscriber or any user of Subscriber's account related to the Service.

9.3. PAYMENT

9.3.1. Payment of the outstanding balance is due in full each month. Statements to subscribers are presented care of the operational states of Nextlink and payment remitted to: Texas Customers are billed as: Nextlink, Oklahoma Customers are billed as: AMG OKLAHOMA ISP LLC, Nebraska Customers are billed as: AMG NEBRASKA ISP LLC, Kansas Customers are billed as: AMG KANSAS ISP LLC. Statements are issued every thirty (30) days from the date Subscriber's Service started and reflect receipt by such date of any payments submitted by Subscriber and any amounts received on behalf of Subscriber as a result of NEXTLINK INTERNET's submission of charges against Subscriber's identified credit card or bank account, as applicable. Payment will not be due less than sixteen (16) days after the statement is issued. If Subscriber's entire amount of payment (except for amounts that are the subject of a validly submitted dispute) is not received by NEXTLINK INTERNET within seven (7) days following the due date, NEXTLINK INTERNET will assess, as a "Late Payment Fee," the lesser of five dollars (\$5.00 U.S.) or the maximum amount permitted by Applicable Law. NEXTLINK INTERNET may also assign unpaid late balances to a collection agency for appropriate action. NEXTLINK INTERNET will charge Subscriber a twenty-five dollar \$25 (U.S.) "ACH/Insufficient Funds Fee" for any check or other instrument tendered to the Company by Subscriber and returned unpaid by a financial institution for any reason. Furthermore, following the due date, NEXTLINK INTERNET may send Subscriber a notice of intent to suspend or disconnect service and if NEXTLINK INTERNET does not receive full payment of the amount due from Subscriber (or NEXTLINK INTERNET has not agreed to alternative payment arrangements for Subscriber) within ten (10) days, NEXTLINK INTERNET has the right to suspend or terminate Subscriber's subscription to the NEXTLINK INTERNET Service. NEXTLINK INTERNET will make at least three (3) attempts to collect overdue payments from Subscriber prior to any such termination or suspension. NEXTLINK INTERNET's attempts can include both phone calls, text messages and/or email correspondence.

9.3.2. Except where additional methods of payment are specifically required to be accepted under Applicable Law or as otherwise agreed to by NEXTLINK INTERNET from time to time, Subscriber understands, acknowledges and agrees that Subscriber will provide a major credit or charge card (e.g., MasterCard, Visa, or Discover) or ACH bank authorization that NEXTLINK INTERNET may charge for all fees or other amounts payable under this Service Agreement. Additionally, Subscriber agrees that NEXTLINK INTERNET may pre-charge Subscriber's monthly fee to the credit or charge card or bank account supplied by Subscriber during activation or subscription or as subsequently updated. With respect to such charges, the following authorization applies: Subscriber authorizes automatic credit or charge card billing by NEXTLINK INTERNET. Subscriber agrees that the charges described above will be billed to the credit or charge card that Subscriber provided when Subscriber applied for the NEXTLINK INTERNET Service or as subsequently updated. Subscriber must provide current, complete and accurate information for Subscriber's billing account. Subscriber must promptly update all information in order to keep Subscriber's account current, complete and accurate (such as a change in email address, billing address, credit card number, expiration date, or security code). If Subscriber fails to provide NEXTLINK INTERNET with any of the foregoing information, Subscriber agrees that NEXTLINK INTERNET may continue billing Subscriber, using the most recently provided contact and billing information for any Service provided under Subscriber's account, and Subscriber will be required to provide updated payment information and pay the applicable Late Payment Fees for any payments that become overdue as a result of unprocessed charges. Subscriber agrees that NEXTLINK INTERNET will not be responsible for any expenses that Subscriber may incur resulting from overdrawing Subscriber's bank account or exceeding Subscriber's credit limit as a result of an automatic charge made under this Service Agreement.

9.3.3. Subscriber understands, acknowledges, and agrees that all charges are considered valid unless disputed in writing via billing@team.nxlink.com, as provided in Section 2.4 herein, within thirty (30) days of the date of Subscriber's credit or charge card bill, unless a longer period of time is required by Applicable Law. If Subscriber thinks a charge is incorrect or Subscriber needs more information, Subscriber must contact NEXTLINK INTERNET's billing department. NEXTLINK INTERNET will email Subscriber a statement for each billing cycle showing payments, credit purchases and other charges. NEXTLINK INTERNET'S 30 Day Money Back Guarantee for customers that are not satisfied with the performance of their subscription(s) service(s) will have 30 calendar days from the date of activation to notify NEXTLINK INTERNET for a de-installation appointment and return of equipment. Refunds – Once NEXTLINK INTERNET completes the de-installation and removal of equipment, we will notify the subscriber regarding the status of the refund. NEXTLINK INTERNET will initiate a refund to the subscriber's credit card (or original method of payment). You will receive the credit within 30 days, depending on your card issuer's policies. The refund consists of full credit of billed subscription services exclusively and does not include credits for one-

time installation costs. If we are unable to gain access to the installed address and equipment, shipping of the premise equipment will become the subscriber's responsibility. Subscriber will be responsible for paying all shipping costs for returning the premise equipment. Shipping costs are nonrefundable. If the subscriber receives a refund, the cost of return shipping will be deducted from the subscriber's refund. To initiate this refund process subscriber may contact NEXTLINK INTERNET at (855)-698-5465, email billing at billing@team.nxlink.com or by opening a billing ticket at the following website location; <https://nextlinkinternet.com/open-a-billing-ticket/>.

9.3.4. NEXTLINK INTERNET may, but is not required to, accept partial payments from Subscriber. If partial payments are made, they will be applied to monthly statements starting with the oldest outstanding statement. If Subscriber sends NEXTLINK INTERNET checks or money orders marked "payment in full," or otherwise labeled with restrictive endorsements, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT NEXTLINK INTERNET CAN, BUT IS NOT REQUIRED TO ACCEPT A CHECK, MONEY ORDER OR ANY SUCH RESTRICTIVE ENDORSEMENT AND THAT UNDER NO CIRCUMSTANCES WILL ACCEPTANCE OF SUCH PAYMENT INSTRUMENTS BY NEXTLINK INTERNET CAUSE THE COMPANY TO LOSE OR WAIVE ITS RIGHTS TO COLLECT ALL AMOUNTS OWED BY SUBSCRIBER UNDER THIS SERVICE AGREEMENT.

9.3.5. In the case of late payment or non-payment for any of the NEXTLINK INTERNET Services ordered by Subscriber or any of the charges stated herein, Subscriber understands and agrees that NEXTLINK INTERNET may report such late payment or non-payment to the appropriate credit reporting agencies. If NEXTLINK INTERNET chooses to use a collection agency or attorney to collect money that Subscriber owes NEXTLINK INTERNET, or to assert any other right which NEXTLINK INTERNET may have against Subscriber, Subscriber agrees to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees and court costs, insofar as permitted by applicable law.

9.3.6. If Subscriber's Services are suspended or terminated for any reason, including at Subscriber's request or because of Subscriber's failure to pay past due amounts, then in order to reactivate the service, Subscriber agrees to pay a "Reconnection Fee" in accordance with NEXTLINK INTERNET's then-current rates. In addition, Subscriber must bring Subscriber's account up to date by making payment in full of any outstanding balance, fees and charges. Subscriber will also be required to pay the current monthly bill in order to reactivate Subscriber's account.

9.3.7. If the NEXTLINK INTERNET Equipment is missing, has been disconnected or needs to be replaced, Subscriber agrees to pay an additional "Equipment Re-installation Fee" in accordance with NEXTLINK INTERNET's then-current rates.

PART III – PERMITTED USE AND RESTRICTIONS ON USE

10. SOFTWARE LICENSE

10.1. Subject to the terms of this Service Agreement, NEXTLINK INTERNET grants to Subscriber a personal, non-exclusive, non-assignable, non-transferable and revocable license to use and display the software provided by or on behalf of NEXTLINK INTERNET ("Software") only for purposes of accessing the Services on any machine(s) on which Subscriber is the primary user or which Subscriber authorizes for use by others. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by NEXTLINK INTERNET or its third party licensors/Operational Service Providers. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. Subscriber may not sublicense, assign or transfer this license or the Software, except as permitted by NEXTLINK INTERNET. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void.

10.2. Subscriber may not copy, de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party, or allow, encourage or solicit others to do the same. Subscriber may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. Subscriber is not granted any title or rights of ownership in the Software. Subscriber acknowledges that this license is not a sale of intellectual property and that NEXTLINK INTERNET or its third party licensors/Operational Service Providers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

11. ACCEPTABLE USE POLICY

General Policy: The Services and NEXTLINK INTERNET Equipment may not be used for any unlawful, fraudulent, harassing, threatening, libelous, deceptive, or abusive purpose, or use that is invasive of another's privacy or other rights, or otherwise objectionable in NEXTLINK INTERNET's sole discretion. By requesting the Services, You understand, acknowledge and agree that You will not use, or allow, encourage, or solicit others to use the Services and NEXTLINK INTERNET Equipment in any manner that prohibited by any policy applicable to the Services or this Service Agreement. NEXTLINK INTERNET reserves the right, without notice or limitation, to restrict, limit, deny, terminate, modify, disconnect, or suspend Service if any individual uses the Services for any unlawful or prohibited purpose, or if NEXTLINK INTERNET determines, on a case-by-case basis, that action is necessary to protect NEXTLINK INTERNET, the NEXTLINK INTERNET Network, NEXTLINK INTERNET Equipment, Services, or other subscribers using the Services from liability, harm, or degradation resulting from such unlawful and/or prohibited uses. NEXTLINK INTERNET reserves the right to filter, restrict, block or remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of any policy applicable to the Services or this Service Agreement, regardless of whether the information or materials, or their dissemination, is unlawful. NEXTLINK INTERNET does not have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup and instant message transmissions) made on the Services. You acknowledge, understand and agree that NEXTLINK INTERNET has the right, however, to monitor transmissions and postings for unlawful and prohibited uses of the Service.

11.1 PERMITTED USES – Standardized Services for residential Subscribers are for personal, non-commercial uses only, unless otherwise specifically authorized by NEXTLINK INTERNET in writing. Such personal uses include web surfing, sending and receiving email, photographs and other similar messaging activities and the non-continuous streaming of videos, downloading files or online gaming. Residential Standard VoIP Service is provided only for live dialogue between, and initiated by, individuals for personal use. Permitted uses for Business Subscribers of Standard Services are much broader and include commercial use by employees, visitors, patrons, Operational Service Providers, contractors and vendors. Please see the customized SLA for permitted uses of Subscribers of Premium Services.

11.2. UNLAWFUL AND PROHIBITED USES – Unlawful and prohibited uses of the Services include, but are not limited to:

11.2.1. Transmitting or facilitating any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," unsolicited commercial or bulk email, or faxes not in compliance with the federal CAN-SPAM Act.

11.2.2. Transmission of recorded material or broadcast transmissions.

11.2.3. Using voice services for monitoring services, operating a call center or conference line, extensive call forwarding, autodialed calls or other connections that do not consist of uninterrupted live dialogue between individuals.

11.2.4. Reselling, redistributing, re-provisioning, retransmitting, renting or otherwise allowing third parties, other than household residents and guests, to use the Services, in whole or in part, by wired, wireless or other means, regardless of whether a fee is charged.

11.2.5. Accessing, altering or destroying any other person or entity's computer or computer system, network, software or data without their knowledge and consent; breaching, circumventing or probing user authentication or security of any user, host, network, network element, account or system; or attempting any of the foregoing.

11.2.6. Impersonating any person or entity, creating a false identity, or otherwise misrepresenting Your identity or affiliation with any person or entity.

11.2.7. Forging, falsifying, altering, removing, obscuring or engaging in unauthorized use of message headers, IP addresses, network MAC addresses, digital or manual signatures, sender addresses, domain names, uniform resource locators ("URLs") or use of other techniques to disguise or obscure the origin of any communication or transmission using the Services, or attempting any of the foregoing.

11.2.8. Engaging in activities that adversely affect the ability of other people or entities to use or enjoy the Services or other parties' Internet-based services, including, but not limited to "denial of service" ("DoS") attacks against another network host or individual user, such as "flooding" of networks, deliberate attempts to overload a service and attempts to "crash" a host; intercepting, interfering with, redirecting or disrupting email or other transmissions sent by or to others by using automated or manual routines, such as "auto-responders," cancel bots or other similar routines; using, distributing or making available viruses, worms or Trojan horses, or other harmful code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

11.2.9. Impairing the Service by, for example, placing abnormally high numbers of calls, sending or receiving very high numbers of messages, or repeatedly making calls of abnormally long duration compared with other NEXTLINK INTERNET Subscribers.

11.2.10. Generating excessive levels of Internet traffic given the type of Subscriber (residential or non-residential subscriber) and type of service (Standard or Premium Services) through continuous, unattended streaming, downloading or uploading of videos, music or other files; through continuous active network connections to the Internet (such as through a web camera or machine-to-machine connections that do not involve active participation by a person; or by operating hosting services including, but not limited to, web or game hosting).

11.2.11. Engaging in conduct, or the transmission, distribution or publication of material that is defamatory, libelous, harassing, threatening, abusive, indecent, obscene, deceptive, sexually explicit, cruel or racist, or which espouses, promotes or incites bigotry, hatred or racism, or which in any way constitutes or encourages conduct that would constitute a criminal offense or give rise to a civil liability.

11.2.12. Engaging in conduct that is fraudulent, including advancing any type of scam such as "pyramid schemes," "Ponzi schemes," "contests," or "chain letters."

11.2.13. Violating Applicable Law, terms of service or policies applicable to any network, server, computer database, service, software, application, system, or website that You access or use.

11.2.14 Using the Services to download, transmit, disseminate, or publish child pornography or solicit sex with minors.

11.2.15. Using or attempting to use the Services in any manner designed to avoid incurring charges or otherwise avoid being required to pay for such usage.

12. NEXTLINK INTERNET COPYRIGHT INFRINGEMENT & DIGITAL MILLENNIUM COPYRIGHT ACT COMPLIANCE

General Policy: NEXTLINK INTERNET respects the intellectual property rights of others. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property, proprietary or publicity rights, or other right of any party unless You own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information that are made available through the Services. NEXTLINK INTERNET assumes no responsibility, and You assume all risks, regarding the determination of whether material is in the public domain or may otherwise be used by You for such purposes.

Repeat Infringer Policy: In accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"), NEXTLINK INTERNET's policy is to terminate, in appropriate circumstances, the Service access of any Subscriber or account holder who is a repeat infringer. The Subscriber will be designated a repeat infringer if they have violated or has been alleged to have violated the General Policy in this Section 11 three (3) times over a period of six (6) months, or if the Subscriber has continued multiple offenses over a longer period of time.

"Three Strike" Enforcement Process: NEXTLINK INTERNET maintains a graduated "Three Strike" enforcement process for its Repeat Infringer Policy. If Subscriber is found in violation or is alleged to have violated the General Policy in this Section 11, Subscriber will be subject to the following:

(1) First Offense – An infringement case will be created, Subscriber will be notified of the complaint/offense via email and Subscriber will be forwarded copies of the DMCA takedown notice received by the Company and NEXTLINK INTERNET's DMCA Notice.

(2) Second Offense – For a second offense, Subscriber will be issued the same notices as provided for a first offense. In addition, Subscriber will be notified of the complaint/offense via phone and will be required to acknowledge the complaint/ offense via phone within five (5) business days or alternatively, file a counter-notification under penalty of perjury as provided by the DMCA, or face suspension of service.

(3) Third Offense – Subscriber's NEXTLINK INTERNET Service will be terminated without advance notice, unless the Subscriber files a counter-notification under penalty of perjury as provided by the DMCA.

Any Subscriber communications in response to Company correspondence regarding alleged infringement, including, but not limited to, the notices described above in this Section 11, must be directed to:

NEXTLINK INTERNET DMCA Copyright Infringement/Abuse Agent
NEXTLINK INTERNET
95 Parker Oaks Lane
Hudson Oaks, TX 76087
682-333-0042 abuse@team.nxlink.com

13. COMPLIANCE WITH APPLICABLE LAWS

Subscriber agrees to comply with all Applicable Laws in connection with the Services, Subscriber's use of the Services and this Service Agreement. NEXTLINK INTERNET may suspend or terminate Subscriber's Services, at its discretion, for any known, alleged, or reasonable belief there has been a violation of Applicable Law.

PART IV – GRANT OF IMPORTANT RIGHTS BY YOU TO NEXTLINK INTERNET, AND IMPORTANT DISCLAIMERS, ACKNOWLEDGMENTS AND OBLIGATIONS

14. COPYRIGHT AND LICENSES

14.1. Subscriber's rights as granted in this Service Agreement are not transferable and, cannot be transferred, assigned, shared, sold, or used by anyone other than the Subscriber.

14.2. NEXTLINK INTERNET and/or NEXTLINK INTERNET's third party content providers and licensors own all rights, title and interest to certain copyrighted content provided by or accessed through the Services ("NEXTLINK INTERNET Content"). Subscriber is hereby granted a revocable, non-exclusive, non-transferable license to access and use the NEXTLINK INTERNET Content as allowed under this Service Agreement. Subscriber may not copy, distribute, transmit or publish in any form, including print, electronic, digitized, audio or otherwise, or modify all or any portion of any NEXTLINK INTERNET Content without the prior written consent of NEXTLINK INTERNET. Notwithstanding the foregoing, Subscriber may store one (1) copy of the copyrighted content on Subscriber's computer(s) for Subscriber's personal use for a period not to exceed thirty (30) calendar days. All copyright or other proprietary rights notices contained in or associated with the NEXTLINK INTERNET Content must be preserved in or on any copies made of such material.

14.3. The placement of any proprietary material, including material owned by other third parties, in any public posting area, social media network, or any software library, without the consent of the owner/copyright holder, is in violation of this Service Agreement.

15. NO ENDORSEMENT

NEXTLINK INTERNET does not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other content on or made available through the NEXTLINK INTERNET Services. None of such content should be construed or understood to constitute or reflect the views or approval of NEXTLINK INTERNET or any of its Affiliates. NEXTLINK INTERNET does not recommend that such content be relied on for reaching important decisions or conclusions without appropriate verification and, as appropriate, professional advice.

16. INTERNET CONTENT AND MATERIAL

Subscriber acknowledges that Internet websites, and use of the Internet, might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be unsuitable for minors and that may be objectionable to many adults. Subscriber understands, acknowledges and agrees that NEXTLINK INTERNET is not responsible for any such content or material and further agrees that access to same through use of the Services is at Subscriber's sole risk. THE RELIABILITY, AVAILABILITY, LEGALITY, PERFORMANCE AND OTHER ASPECTS OF RESOURCES ACCESSED THROUGH THE INTERNET ARE BEYOND NEXTLINK INTERNET'S REASONABLE CONTROL AND ARE NOT IN ANY WAY WARRANTED OR SUPPORTED BY NEXTLINK INTERNET ITS OPERATIONAL SERVICE PROVIDERS, OR ITS THIRD PARTY CONTRACTORS. Subscriber understands, acknowledges and agrees that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through the Internet. Subscriber confirms that Subscriber assumes all risks and liability of any use of the Internet through Subscriber's account, including Subscriber's continuous compliance with this Service Agreement.

17. SUBSCRIBER INFORMATION

17.1. USE AND CONTROL OF SUBSCRIBER INFORMATION – By agreeing to this Service Agreement and continued use of the Services, You also agree to the terms of the NEXTLINK INTERNET Privacy Policy that describes the Subscriber Information NEXTLINK INTERNET collects, uses, discloses, and secures. The Privacy Policy may change from time to time so You should review it regularly.

17.2 Subject to Applicable Law, NEXTLINK INTERNET reserves the right to immediately delete without further notice to Subscriber all Subscriber Material, Subscriber Information and other data, files, electronic messages, or other information that is stored on NEXTLINK INTERNET's servers or systems when Subscriber's account with NEXTLINK INTERNET is terminated for any reason.

17.3. As NEXTLINK INTERNET provides telecommunications products and services to You, it obtains information about the quantity, technical configuration, type, location and destination of telecommunications products and services You use, as well as some other information found on Your bill. Any such "Subscriber Proprietary Network Information" ("CPNI") collected from You will be handled in accordance with Applicable Laws, including those of the Federal Communications Commission ("FCC"), and the Privacy Policy. Under federal law, you have the right and NEXTLINK INTERNET has the duty to protect the confidentiality of Your CPNI.

17.4. NEXTLINK INTERNET automatically measures and monitors network performance and the performance of Subscriber's Internet connection and the NEXTLINK INTERNET network. NEXTLINK INTERNET also will access and record information about Subscriber's computer and NEXTLINK INTERNET Equipment's profile and settings and the installation of software. Subscriber understands, acknowledges and agrees that NEXTLINK INTERNET is permitted access to Subscriber Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service(s). Subscriber also consents to NEXTLINK INTERNET's monitoring of Subscriber's Internet connection and network performance, and to NEXTLINK INTERNET accessing and adjusting Subscriber's computer's and other equipment's settings, as they relate to the Service(s), software and other services, which we may offer from time to time. NEXTLINK INTERNET reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Subscriber Personal Information and CPNI, where required by Applicable Law, and/or for other good cause to provide, upgrade and maintain the Services, protect the NEXTLINK INTERNET Network, other users of the Internet, or Our Subscribers. NEXTLINK INTERNET reserves the right to comply with law enforcement as described in the NEXTLINK INTERNET Privacy Policy and OITS.

17.5. NEXTLINK INTERNET may, from time to time, provide online, telefax, telephone, email, mail and other communications to Subscriber on matters pertaining to the Services. Subscriber understands, acknowledges and agrees that communications with NEXTLINK INTERNET, NEXTLINK INTERNET's representatives and Operational Service Providers may be monitored or reviewed for quality control and other reasonable business purposes.

18. ADVERTISING

Subscriber acknowledges that advertising and promotion may occur on the NEXTLINK INTERNET Service and that neither Subscriber nor any other user shall have any claim with respect to any proceeds from such activities.

19. WARRANTIES AND LIABILITIES

19.1. DISCLAIMER OF WARRANTIES, LIABILITY AND RESPONSIBILITY – Subscriber expressly understands, acknowledges, and agrees that use of the Services is at Subscriber's sole risk. To the fullest extent allowed by Applicable Law, in no event shall NEXTLINK INTERNET, its Affiliates, Operational Service Providers, agents, contractors, licensors, or suppliers, or each of their respective shareholders, directors, officers, employees, agents, or representatives, and any of their successors and assigns (collectively, "NEXTLINK INTERNET Entities") represent or warrant that the NEXTLINK INTERNET Services will be uninterrupted, secure or error free. The Services are provided and distributed 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 implied warranties of merchantability or fitness for a particular purpose or otherwise, except for those warranties, if any, which are expressly stated herein this Service Agreement, or implied by and incapable of

exclusion, restriction or modification under the laws applicable to this Service Agreement. No oral advice or written information given by NEXTLINK INTERNET, its Operational Service Providers, employees, agents, and licensors, or the like, shall create a warranty, nor shall Subscriber rely on any such information or advice.

19.1.1 In particular, because NEXTLINK INTERNET, through the Services, may provide Subscriber with electronic access to Internet content and material that may be originated by independent publishers or providers, and is not augmented by NEXTLINK INTERNET, the Company cannot and does not warrant the accuracy of any such information, and NEXTLINK INTERNET shall not be liable in any manner whatsoever for any errors, omissions or inaccuracies relating thereto. Subscriber is solely responsible for Subscriber's experience of and/or reliance upon such content. The NEXTLINK INTERNET Entities shall have no individual or joint liability in connection with Subscriber's use or any user of Subscriber's account, or interaction with any content accessed through the Services.

19.1.2. No oral or written information or advice given by NEXTLINK INTERNET or its employees, Operational Service Providers, agents, representatives and vendors, shall create any warranty in, or to, the Services or the content, and Subscriber remains responsible for any reliance upon such information or advice. Notwithstanding the foregoing, Subscriber may have other rights, which vary from state to state.

20. LIMITATION OF LIABILITY

20.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF THE NEXTLINK INTERNET ENTITIES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF SUBSCRIBER'S USE OF THE NEXTLINK INTERNET SERVICES, OR INABILITY TO USE THE NEXTLINK INTERNET SERVICES, OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY IN CONNECTION WITH THIS SERVICE AGREEMENT. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT NEXTLINK INTERNET'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY, AND THE LIABILITY OF ITS AFFILIATES, OPERATIONAL SERVICE PROVIDERS, AGENTS, REPRESENTATIVES, VENDORS OR EMPLOYEES, IF ANY, SHALL BE LIMITED TO GENERAL MONETARY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO NEXTLINK INTERNET BY SUBSCRIBER FOR THE SERVICES FURNISHED UNDER THIS SERVICE AGREEMENT DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SAME, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED, IN WHOLE OR IN PART.

20.2. STATUTE OF LIMITATIONS: SUBSCRIBER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR THE CLAIM OR SUIT ARISES.

20.3. SUBSCRIBER FURTHER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEXTLINK INTERNET WILL HAVE NO LIABILITY FOR:

20.3.1. ANY THIRD-PARTY FEES OR CHARGES, INCLUDING WITHOUT LIMITATION, BANKING FEES, OVERDRAFT FEES, MOBILE PHONE OR OTHER WIRE LINE CHARGES, TECHNICIAN CHARGES, OR OTHER SIMILAR CHARGES.

20.3.2. FOR ANY DAMAGE TO SUBSCRIBER PREMISES, SUBSCRIBER EQUIPMENT, SUBSCRIBER'S DATA OR SOFTWARE, OR SUBSCRIBER'S INABILITY TO ACCESS THE SERVICE(S) BY NEXTLINK INTERNET OR NEXTLINK INTERNET EQUIPMENT;

20.3.3. OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR DATA LOSSES;

20.3.4. FOR ANY USE OF THE SERVICE BY SUBSCRIBER OR USER OF SUBSCRIBER'S ACCOUNT IN CONNECTION WITH ANY HIGH-RISK, HARMFUL OR UNLAWFUL USE, OR ANY USE THAT VIOLATES THIS SERVICE AGREEMENT.

20.3.5. FOR ANY DAMAGES OR LOSS DUE TO SUBSCRIBER'S FAILURE TO BACK-UP ANY EQUIPMENT OR SUBSCRIBER MATERIAL AS REQUIRED HEREIN IN SECTION 2.5.

20.4 FULL APPLICABILITY – The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if NEXTLINK INTERNET or others were advised or aware of the possibility or likelihood of such damages or liability.

21. INDEMNIFICATION

SUBSCRIBER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OF THE NEXTLINK INTERNET ENTITIES AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITY, JUDGMENTS, DAMAGES, GOVERNMENTAL INQUIRIES AND/OR INVESTIGATIONS, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY AND ALL USE OF THE NEXTLINK INTERNET SERVICE IN ANY MANNER, WHETHER DIRECTLY OR INDIRECTLY. SUCH USE ALSO INCLUDES, WITHOUT LIMITATION, RESPONSIBILITY FOR ALL SUCH CONSEQUENCES OF SUBSCRIBER'S (OR THAT OF ANY USER OF SUBSCRIBER'S ACCOUNT) VIOLATION OF THIS SERVICE AGREEMENT AND ALL OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, OR PLACEMENT OF MATERIAL ON OR OVER THE SERVICES, OR RETRIEVAL OF MATERIAL FROM OR THROUGH SAME, OR ANY SOFTWARE, FILE, INFORMATION, COMMUNICATION OR OTHER CONTENT.

NEXTLINK INTERNET RESERVES THE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY SUBSCRIBER, IN WHICH EVENT SUBSCRIBER WILL COOPERATE WITH NEXTLINK INTERNET IN ASSERTING ANY AVAILABLE DEFENSES.

22. THIRD PARTY BENEFICIARIES

You understand, acknowledge and agree that the provisions of this MSA are for the benefit of NEXTLINK INTERNET and its Affiliates, Operational Service Providers, licensors, vendors, agents, and representatives, each shall have the right to assert and enforce such provisions directly on its own behalf.

PART V – GENERAL

23. LIMITS ON TRANSFERS & ASSIGNMENTS; OTHER LIMITS

Unless otherwise agreed to by NEXTLINK INTERNET in writing, Subscriber's rights to use the Services, or to designate other users of Subscriber's account, may not be assigned or transferred and are subject to any limits established by NEXTLINK INTERNET, or by Subscriber's credit card company or other billing institution, as applicable. Attempts by Subscriber to assign or transfer these rights without written approval of NEXTLINK INTERNET will constitute a violation of this Service Agreement and the Company may de-activate Subscriber's account.

24. CHOICE OF LAW AND VENUE

This Service Agreement is made in the State of Texas. This Service Agreement and all of the Parties respective rights and duties in connection herewith, including, without limitation, claims for violation of this Service Agreement, state consumer protection laws, unfair competition laws and any claims in tort, shall be governed by and construed in accordance with the laws of the State of Texas, United States, notwithstanding any conflict of laws. You understand, acknowledge and agree that you are subject to the personal jurisdiction of state and federal courts in Parker County, Texas.

25. MODIFICATION, WAIVER AND DISCRETIONARY ENFORCEMENT

Neither the course of conduct between the Parties nor trade practices shall act to modify the provisions of this Service Agreement. NEXTLINK INTERNET may enforce or decline to enforce any or all of the terms of this Service Agreement in its sole discretion. Subscriber understands, acknowledges and agrees that NEXTLINK INTERNET's failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such right or provision. In no event shall NEXTLINK INTERNET be required to explain, comment on, suffer liability for or forfeit any right or discretion based on the enforcement, non-enforcement or consistency of enforcement of such terms.

26. MISCELLANEOUS

26.1. SEVERANCE – If any term of this Service Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to render such term enforceable while still giving as much effect as possible to the original intentions of such term. If this cannot be done, and the entire term is held to be invalid, illegal or unenforceable, and cannot be so repaired, then the term shall be considered to be stricken from this Service Agreement as if it had not been included from the beginning. In any such case, the balance of this Service Agreement shall remain in effect in accordance with its remaining terms, notwithstanding such invalid, illegal or unenforceable term. Nothing contained in this Service Agreement shall be construed to limit NEXTLINK INTERNET's rights and remedies available at law or in equity.

26.2. CAPTIONS/HEADINGS – Captions or headings used in this document are for convenience only and shall not be considered a part of this Service Agreement or be used to construe its terms or meaning.

26.3. CONTINUATION – The provisions of any Sections of this Service Agreement which by their nature should continue shall survive any termination or expiration of this Service Agreement. Overall, Sections 1 – 5, 7 – 25, 27, 30 – 31 shall also survive any termination or expiration.

27. NOTICE

All notices required of Subscriber pursuant to this Service Agreement shall be sent via email to billing@team.nxlink.com. Except as otherwise specified herein, all notices required of NEXTLINK INTERNET pursuant to this Service Agreement shall be sent via email to the Subscriber, using the email address that Subscriber has most recently provided to the Company for such purposes.

28. 911 SERVICE AND ALARM SYSTEM NOTICE

28.1. NEXTLINK INTERNET voice service includes 911/E911 ("911") access to emergency services. The Company provides this access pursuant to the FCC's rules. 47 C.F.R. § 9.5. See <https://www.fcc.gov/consumers/guides/voip-and-911-service> for additional information.

VoIP service does not support traditional 911 access to emergency services. In particular, it is essential that the physical location (street address) of the caller (the "Registered Location") be registered with the Company to ensure correct routing of emergency calls. Therefore, it is extremely important that Subscriber provide NEXTLINK INTERNET with the correct address where the equipment and the NEXTLINK INTERNET Service is or will be located.

Subscribers are only permitted to use the NEXTLINK INTERNET Service, including VoIP voice service, at the address associated with the Subscriber's account. Subscriber must also promptly update this address if it changes and may do so in any of the following ways: Call Subscriber Service at 682-333-0747 or toll-free at 855-NXT-LINK (698-5465) or Log into the NEXTLINK INTERNET Subscriber Portal and make the change.

28.2. Your call will be routed directly to the nearest public-safety operator. Even with a correctly registered service address, however, some emergency agencies may not be able to automatically determine the location of the 911 call and Subscriber understands that in such circumstances, Subscriber, or any other caller, may need to provide the physical location of the emergency.

28.3. NEXTLINK INTERNET VoIP Services recommends an uninterruptible power supply ("UPS") intended to provide up to eight (8) hours backup power in the event of power outages. In the event that Subscriber's Internet service experiences an outage as a result of a power outage beyond the coverage of the UPS or for some other reason, Subscriber will be unable to make 911 calls using NEXTLINK INTERNET's VoIP service. In such event, Subscriber is encouraged to use a cellular phone to call 911. Subscriber should also notify any employees or guests regarding these potential limitations. A Service suspension or termination (regardless of the reason) will prevent Subscriber or any other party from using the NEXTLINK INTERNET Service, including the ability to make 911 calls.

28.4. Subscribers who have an alarm system connected to NEXTLINK INTERNET's VoIP service may also experience outages if the Internet connection or power is down. As such, NEXTLINK INTERNET encourages Subscribers to use a cellular phone based alarm system or keep a single POTS line (also called wireline, copper / analog lines) in place for those services.

28.5. As required by the FCC, the Company notifies You, the Subscriber, that 911/E911 service may not be available through Your NEXTLINK INTERNET VoIP service or may have less availability than traditional E911 services in circumstances including, but not limited to (i) relocation of Subscriber's VoIP equipment, (ii) use of a non-native telephone number; (iii) a broadband connection failure; (iv) loss of electrical power and delays in the registration (or update) of your service address in the emergency services databases. If E911 service is available, Subscribers will pay a one dollar and fifty cent (\$1.50 U.S.) charge per month.

28.6. NEXTLINK INTERNET provides You with this information when service is initiated and provides warning stickers or equivalent labels for placement in Subscriber's location to alert individuals regarding the potential limitations of access to emergency services. In the event that Subscriber requires additional labels for use in Subscriber's location, please contact the Company.

29. FORCE MAJEURE

If the performance of this Service Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism or a similar occurrence or condition beyond the reasonable control of either or both Parties, the Party so affected shall, upon giving prompt notice to the other Party, be excused from such performance during such prevention, restriction or interference, and any failure or delay of performance reasonably deemed to result therefrom shall not be considered a breach of this Service Agreement.

30. ARBITRATION

30.1. NEXTLINK INTERNET and Subscriber agree to arbitrate all disputes and claims related to the NEXTLINK INTERNET Service between them. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (1) claims arising out of or relating to any aspect of the relationship between the Parties, whether based in contract, tort, statute, fraud, misrepresentation or other legal theory; (2) claims that arose before this or any prior Service Agreement (including but not limited to, claims relating to advertising); (3) claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and (4) claims that may arise after the termination of this Service Agreement.

30.2. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state or local agencies, including, for example, the FCC or state regulatory commission. Such agencies can, if the law allows, seek relief against us on Your behalf. You understand, acknowledge and agree that, by entering into this Agreement, You and NEXTLINK INTERNET are each waiving the right to a trial by jury or to participate in a class action. This Service Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Service Agreement.

30.3. A Party who intends to seek arbitration must first send notice of the dispute to the other Party. The notice to NEXTLINK INTERNET must be sent via email to billing@team.nxlink.com. Notices to the Subscriber will be sent via certified mail to the last mailing address on file. The notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If NEXTLINK INTERNET and Subscriber do not reach an agreement to resolve the claim within thirty (30) days after notice pursuant to this provision is received, Subscriber or NEXTLINK INTERNET may commence an arbitration proceeding. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement. The arbitrator is bound by the terms of this Service Agreement. All issues are for the arbitrator to decide, except that any issue(s) relating to the scope and enforceability of the arbitration are for a court of appropriate jurisdiction to decide. Any arbitration hearings will take place in the county of Subscriber's billing address. Subscriber is responsible for paying the non-refundable filing fee and the costs of its own attorney. NEXTLINK INTERNET shall be responsible for paying the arbitrator fees and hearing fees. The prevailing Party is entitled to recover their attorneys' fees if awarded by the arbitrator.

31. ENTIRE AGREEMENT

This Service Agreement, including rates, products and services agreed to at time of service or purchase origination and other documents incorporated herein by reference constitutes the entire and only agreement with respect to the subject matter hereof between Subscriber and NEXTLINK INTERNET, applicable also to all users of Subscriber's account. This Service Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to the subject matter hereof, except as expressly set forth in this document. By executing this Service Agreement and the Subscriber's continued use of the Services, the Parties agree to the terms and conditions of this Service Agreement. This Service Agreement can be amended only in writing with Agreement by both Parties.

NEXTLINK OPEN INTERNET TRANSPARENCY STATEMENT

AMG Technology Investment Group, LLC d/b/a Nextlink Internet ("NEXTLINK INTERNET," "we," "our," or "us") is committed to an excellent user experience. Therefore, we support the following free and open internet principles:

- Transparency
- NO Blocking of Internet content, subject to reasonable network management as described below
- NO Throttling of Internet content, subject to reasonable network management as described below
- NO Unreasonable Discrimination
- NO Paid Prioritization of Internet content
- Freedom of Subscribers to access lawful content
- Freedom of Subscribers to use non-harmful applications of their choice
- Freedom of Subscribers to attach non-harmful personal and third-party devices

This Open Internet Transparency Statement sets forth certain information regarding the policies and practices of NEXTLINK INTERNET and how we manage our network for broadband internet access service (the "NEXTLINK INTERNET Network"). This Open Internet Transparency Statement is a supplement to and is incorporated by reference in our Master Service Agreement, which also incorporates the Confirmation of Sale and Service Level Agreements, Acceptable Use Policy ("AUP"), Privacy Policy, and DMCA Notice to Copyright Holders Regarding Alleged Infringement, (collectively, "Service Agreements") (available at: [Nextlink Internet Terms of Service](#)). In the event of any inconsistency between this Open Internet Transparency Statement and the Service Agreements, this Open Internet Transparency Statement shall control.

Customized specialty Internet services (such as dedicated and licensed Internet and/or Voice over IP ("VoIP") services) designed specifically for Commercial, Enterprise, K-12/Higher-Ed, Business Park, Apartment Complexes and other residential multiple dwelling units, industry-specific service Subscribers are not covered by this Open Internet Transparency Statement because such services are not mass market retail services. However, NEXTLINK INTERNET still abides by the general Net Neutrality principles mentioned above.

NEXTLINK INTERNET's broadband access service is primarily a fixed wireless service supplemented by fiber technology ("Service"). Generally, given the nature of fixed wireless services, certain circumstances may affect the speed and quality of the Service, including but not limited to foliage, line-of-sight obstructions, the distance between a Subscriber's premises and the transmission point, as well as the Subscriber's connection of multiple devices to the NEXTLINK INTERNET Network. Although we have engineered the NEXTLINK INTERNET Network to provide consistent high-speed data services, some network management for these scenarios is required, because very heavy data usage by even a few Subscribers at times and places of competing network demands can affect the performance for all Subscribers.

NETWORK MANAGEMENT PRACTICES

A. Blocking: Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a Customer from lawful content.

B. Throttling: Other than reasonable network management practices disclosed below, we do not throttle or otherwise degrade or impair access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device.

C. Affiliated Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through the use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit any of our affiliates, defined as an entity that controls, is controlled by, or is under common control with NEXTLINK INTERNET.

D. Paid Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through the use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.

E. Congestion Management: Our Service is provided on a “best efforts” basis and our congestion management practices are in place to ensure that all Subscribers experience as high-quality service under varying usage periods. Our typical frequency of congestion is typically between 7:00 PM and 11:00 PM local time. Subscribers select how much high-speed data they receive under a designated Service plan; the specific Service plan is set forth in the Confirmation of Sale (“COS”). In a manner consistent with our Service Agreement and Privacy Policy, we may monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance the NEXTLINK INTERNET Network. To help manage traffic on the NEXTLINK INTERNET Network, during times of high demand, we may allocate available bandwidth among Subscribers on an equal basis, by account level. In addition, we may prioritize certain applications, such as public safety and voice, over other traffic types.

i. We may monitor traffic for our own internal purposes, including, but not limited to, billing, internal metrics, and first-party marketing purposes as permitted by law. We do not monitor traffic information through deep-packet inspection. We do not share any traffic information with unaffiliated third parties for non-network management purposes without your consent.

ii. If we determine, in our sole and reasonable discretion, that the manner in which a Customer is using the Service negatively impacts other Subscribers or the NEXTLINK Network, we reserve the right to apply additional congestion management techniques.

F. Application-Specific Behavior: Subject to the qualification that NEXTLINK may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, NEXTLINK generally treats all lawful applications identically. However, we reserve the right to block or limit access to any applications, ports or protocols that we determine, in our sole and reasonable discretion, may expose the NEXTLINK Network to potential legal liability, harm the NEXTLINK Network or otherwise interfere with or impair the experience of other users on the NEXTLINK Network. The NEXTLINK Network may also not support certain high-bandwidth video and voice applications, or peer-to-peer applications that carry unlawful or harmful content/software.

G. Device Attachment Rules: Generally, you do not need the approval to connect your own or a third party Internet-enabled device to the NEXTLINK INTERNET Network. NEXTLINK INTERNET does not limit the types of devices that can be connected to the NEXTLINK INTERNET Network, provided they are used for lawful purposes and do not harm the NEXTLINK INTERNET Network or other Services, violate our Service Agreements, or harm other users of the NEXTLINK INTERNET Network. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the NEXTLINK INTERNET Network negatively impacts other users or the NEXTLINK INTERNET Network, or may expose us to potential legal liability, we reserve the right to limit or restrict Subscribers’ ability to connect such type of device to the NEXTLINK INTERNET Network. If you need technical support services to assist you in the installation and configuration of third-party devices, please contact that device manufacturer or visit [Nextlink Internet Support](#). Depending on your level of Service and your COS, there may be an additional fee for support services.

H. Security: We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the NEXTLINK INTERNET Network. We monitor the NEXTLINK INTERNET Network for security threats and may prohibit certain activity on the NEXTLINK INTERNET Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the NEXTLINK INTERNET Network or to other Subscribers. Triggering conditions include but are not limited to denial of service activity, IP address or port scanning, excessive account login failures; or certain Internet addresses that are disruptive, malicious and typically persistent. If we notice excessive Customer connections, including but not limited to Wi-Fi connections, that are harmful or are commonly used to disrupt the normal use of the NEXTLINK INTERNET Network or use by other Subscribers, we will attempt to notify the Customer to work collaboratively to remedy the issue to the extent possible; however, we reserve the right as a reasonable security practice, without advance notice, to block any Customer traffic, ports, protocols, devices, or applications (such as peer-to-peer applications that may carry malicious software or are known to be problematic) that we determine, in our sole and reasonable discretion, may cause harm to the NEXTLINK INTERNET Network or to other Subscribers, or may expose us to potential legal liability.

PERFORMANCE CHARACTERISTICS AND COMMERCIAL TERMS

Specific Service fees and rates for an individual Customer is set forth in the Subscriber’s COS. Various information is also publicized on the NEXTLINK Website [nextlinkinternet.com](#).

A. Service Description and Pricing: Links to a current description of the categories of Internet access service offered to residential and business Subscribers are available here, including pricing, expected and actual access speed and latency, and the suitability of the service for real-time applications:

Latency, as used here, is the time that a data packet takes to travel from one point to another on the Internet, expressed in terms of round-trip time. The expected and actual round-trip latency—expressed in milliseconds (“ms”)—of the NEXTLINK INTERNET Network is less than 90ms for all speed tiers.

We may update our speed and latency estimates at any time. If we do, our posted estimates control. NEXTLINK INTERNET may advertise speeds and latency up to maximum speeds expected to be achieved through the device over our network. Several factors—including capacity constraints, network availability, environmental conditions, and your computer or device—may impact the actual speed and latency that you experience at any given time.

RESIDENTIAL

[Details available at Residential Internet Rate Plans.](#)

NEXTLINK Voice Line Bundled Services can be added to each of the Residential plans for an additional monthly cost.

BUSINESS

Details available at [Business Internet Rate Plans](#).

B. Impact of Non-Broadband Internet Access Service Data Services (also known as “Specialized Services”): We do not offer data-related Specialized Services to Subscribers that will affect the last-mile capacity available for, and the performance of, our broadband Internet access Service offering. However, there may be a temporary slowing of Internet speed when using any of NEXTLINK INTERNET’s broadband (multiple users) and VoIP services at the same time.

C. Various Fees: We will assess the following fees for our Services, where applicable. Please see our Service Agreements for pricing details.

i. Standard Installation Fee (unless specified differently in COS)

- a. Residential 2-year agreement \$99
- b. Residential month-to-month agreement \$250
- c. Business 2-year agreement \$150
- d. Business month-to-month agreement \$250

ii. Equipment Rental/Lease Fee: \$2 – \$30 depending on varying equipment use application. For more information visit www.nextlinkinternet.com

iii. Equipment Purchase Fee – Varies depending on equipment use application.

iv. Late Payment Fee: after 7 days past due date; lesser of \$5.00 or the maximum amount permitted by applicable law.

v. Early Termination Fee: \$400.00 or the remainder of contracted monthly plan selected by Subscriber (the lesser of the two).

vi. Reconnection Fee for Terminated Service Due to Non-Payment: Subscriber agrees to pay a reactivation fee of \$25 In addition, Subscriber must bring Subscriber’s account up to date by making payment in full of any outstanding balance, fees, and charges along with first-month service subscription fee.

vii. Equipment Re-Installation Fee: \$70

viii. Equipment Replacement Fee: Up to \$150 (per piece of equipment)

ix. ACH/Insufficient Funds Fee: \$25

D. Fees for Additional Services: A current description of the fees for additional network-related services (unless specified differently in COS) can be found at the links below:

i. Whole Home Wi-Fi \$8.99 per month [Residential Internet Rate Plans](#)

ii. Satellite 804Mesh Unit (to expand Wi-Fi Service): \$4.99 each per month. [Residential Internet Rate Plans](#)

iii. Service call: \$70 (Non-Nextlink Internet caused issue)

iv. Move Service Fee: \$70

v. Porting of a phone number – \$5 per number

vi. E911 Fee – \$1.50 per month

E. Network Speeds: NEXTLINK Internet offers a standard range of download speeds to residential Subscribers. Standard speeds over Fixed Wireless range are up to 100 Mbps (up to 500 Mbps in some areas) and over Fiber Optic Internet up to 1,000 Mbps (up to 5,000 Mbps in some areas). The NEXTLINK INTERNET Network is designed to support these speeds to help ensure that every Customer receives the speeds to which they have subscribed for standard service. NEXTLINK INTERNET, however, cannot guarantee speeds at all times, as there are many factors and conditions beyond NEXTLINK’s control that can affect Internet performance. Some of these external factors and conditions are:

- i. Performance of Subscriber computer and/or router
- ii. Type of connection to the Subscriber’s own equipment (i.e., Wi-Fi)
- iii. Congestion of websites and services on Internet
- iv. Website or service limiting speeds on the Internet
- v. Internet and equipment performance outside of the NEXTLINK Network

The NEXTLINK Services are advertised as “up to” certain speeds reflecting performance under ideal conditions. Without purchasing an expensive “dedicated” Internet connection, no Internet Service Provider can guarantee package speeds at all times.

F. Acceptable Use: All of NEXTLINK Services are subject to the AUP section of the Master Service Agreement, which we may from time to time establish or revise. The AUP is available here: [Nextlink Internet Terms of Service](#)

G. Privacy Policy: NEXTLINK’s current Privacy Policy is available here: [Nextlink Internet Privacy Policy](#)

H. Redress Options: NEXTLINK endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Subscribers to contact us at [855-698-5465](tel:855-698-5465) or support@team.nxlink.com, or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is 95 Parker Oaks Lane, Hudson Oaks, Texas 76087, Attention Quality Control Department.

I. Disputes and Arbitration: The Master Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscribers in the event of a dispute.

FCC REQUIREMENTS AND COMPLAINT PROCESS

The Federal Communications Commission ("FCC") has adopted rules to preserve the Internet as an open platform ("Rules"). Information regarding these Rules is available on the FCC's website at: [FCC Restoring Internet Freedom](#).

If a Customer believes that we are not in compliance with the FCC's rules, the Customer may file an informal complaint with the FCC. The FCC urges Subscribers to submit any complaints via its website at the following address: [FCC Consumer Complaints](#).

ADDITIONAL DISCLAIMERS

This Open Internet Transparency Statement does not affect, alter or otherwise supersede the legal status of cooperative efforts by NEXTLINK INTERNET that are designed to curtail copyright or trademark infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of the company, rights holders, our Subscribers and other end users. Furthermore, this Open Internet Transparency Statement does not prohibit us from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. For additional information, please review the Service Agreements.

Commercial Terms: Nextlink offers a number of attractive broadband Internet access service plans to its consumers. Terms and Conditions, including service plans, activation procedures, data usage and dispute resolution can be viewed here: Nextlink Internet [Terms of Service](#). Detailed information on all of Nextlink's broadband Internet access service plans can be found here: [Nextlinkinternet.com](#).

NEXTLINK INTERNET CONFIRMATION OF SALE FOR STANDARD INTERNET ACCESS SERVICES

This Confirmation of Sale ("COS") is an agreement by and between Customer/Subscriber and Nextlink Internet is a part of and is incorporated by reference into the Master Services Agreement (the "MSA" or "Agreement"). Any capitalized terms not defined in this COS will have the same meaning as defined in the MSA.

Name of Customer/Subscriber:

First Jackie Middle/Initial: _____ Last: Haynes

Company Name (if a business) Oakalla Library

Installation Address: 28981 Farm to Market Road 963 Oakalla Texas 78608

Billing Address (if different): _____

Account Email Address: jilhaynes@burnetcountytexas.org

Work Phone: 512-756-3472 Mobile Phone: (____) _____

By your submission of a mobile phone number, you acknowledge, agree and understand that you have authorized Nextlink Internet, its authorized representatives and Operational Services Provider(s) to contact you at this number via a live customer service agent, voice or text message using an automated telephone device system, prerecorded or automated voice technology for service-related purposes, including but not limited to service outages, and billing and collection.

Customer/Subscriber understands, acknowledges and agrees that Customer/Subscriber has been provided with and has reviewed the Nextlink Internet MSA, that this COS, together with the MSA and the other documents as referenced in the MSA, forms an agreement between Nextlink Internet and Customer/Subscriber, and that by signing below Customer/Subscriber agrees to enter into the COS. Customer/Subscriber understands, acknowledges, and agrees that this COS memorializes in writing the specific terms of Customer's/Subscriber's subscription to Nextlink Internet's Standard Service that will be in effect starting with the Installation Date. Customer/Subscriber further understands, acknowledges, and agrees that this COS and MSA shall be effective as of, and shall govern the terms of Customer's/Subscriber's subscription with Nextlink Internet as of the Installation Date.

Customer/Subscriber acknowledges that it has read, understands, and agrees to this COS, the MSA, the Privacy Policy, the Open Internet Transparency Statement, the Website Terms of Use Agreement, and other documents incorporated by reference in the MSA.

Customer/Subscriber agrees that Customer/Subscriber is required to pay all applicable federal, state, and local taxes and fees, including, but not limited to, those imposed after the date of execution of this COS.

CUSTOMER/SUBSCRIBER AGREES THAT THE MSA REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO CUSTOMER/SUBSCRIBER IN THE EVENT OF A DISPUTE.

CUSTOMER/SUBSCRIBER AGREES THAT NEXTLINK INTERNET REGULARLY UPDATES AND AMENDS THE MSA AND THAT CUSTOMER/SUBSCRIBER WILL BE BOUND BY THE TERMS OF THE MSA AS THEN-IN-EFFECT UPON NOTICE OF SUCH CHANGES UNLESS FURTHER NOTICE OR STEPS ARE REQUIRED BY LAW.

BY CUSTOMER/SUBSCRIBER:

Jackie Haynes

Name of Customer/Subscriber (print)

Signature

Date

Title of Customer/Subscriber (only for Business Customers/Subscribers) .

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

22.

Meeting Date: 04/09/2024

Subject

Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:

- a. Award of the paving oil bids opened March 27, 2024
 - b. Call for RFP's for phone system
-

Attachments

Paving oil bid



INVITATION TO BID

SCOPE: It is the intent of this Invitation to Bid to establish pricing for **HFRS-2 and SS-1 paving** oil based on fluctuating market prices as well as delivery and demurrage charges, minimum orders, and freight charges all in accordance with Bid Conditions, Specifications, and/or Special Provisions attached hereto.

OPENING DATE: **Wednesday, March 27, 2024** at 2:00 PM, in the Burnet County Auditor's Office, located at 133 E. Jackson St., Burnet, TX. Bids will be accepted until the time of opening when they will be opened and publicly read.

INSTRUCTIONS TO BIDDERS:

Sealed bids must be received in the office of the Purchasing Agent on or before the time and date specified above. Bids received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened.

In order to assure your bid is fairly considered, it must be submitted in a properly sealed envelope, clearly marked on the outside lower left hand corner surface with the numbers "24-6100-01" (this includes overnight envelopes). Bids marked otherwise may be opened prematurely.

MAIL or HAND DELIVER TO:

**BURNET COUNTY AUDITOR
133 E JACKSON ST.
BURNET, TX 78611
or**

An Electronic File may be submitted to bids@burnetcountytexas.org. Electronic files will remain unopened until the due date and time.

It is important that you return the bid summary sheet with the appropriate information inserted in the spaces provided, so that your bid may be considered valid. No bids will be considered in which the proposal, specifications, or any provisions have been modified.

The Invitation to Bid numbers, **24-6100-01**, shall appear on any technical data or information furnished by your firm with this bid.

A bid that is in the possession of the Purchasing Agent may be withdrawn by the bidder in person (with proper identification) or by written request up to the time of the bid opening. Bids may not be withdrawn after the bid opening. Bids may be altered by e-mail, letter or fax transmission bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening. Any alteration should not reveal the bid price but should indicate the addition, subtraction, or other change in the bid.

The County of Burnet is a political subdivision of the State of Texas and, as such, is exempt from usual sales taxes.

The Commissioners' Court of Burnet County reserves the right to reject any and all bids, to accept bids in whole or part, to waive any informalities in the bids received, to accept bids separately or combine bids as it shall deem to be in the best interest of Burnet County.

Bids are solicited for furnishing merchandise, supplies, services, and/or equipment and imply no obligation on the part of Burnet County.

The failure of any contractor or supplier to Burnet County to comply with the terms of this bid will subject any Contract to revocation.

Questions concerning the bid specifications should be directed to:

Joe Don Dockery, Commissioner, Precinct 4
512- 715-2911
jdockery@burnetcountytexas.org

Questions concerning the bid process, acceptance, and approval of bids should be directed to:

Cindy Dalrymple
Purchasing Assistant
512-756-5495
cdalrymple@burnetcountytexas.org

INTENT: TO FURNISH PRICING FOR HFRS-2 AND SS-1PAVING OIL FOR A PERIOD COVERING DATE OF ACCEPTANCE THROUGH 12/31/25.

GENERAL INFORMATION:

- 1) All materials offered in response to this Invitation to Bid shall conform to specifications in Item 300, "Asphalts, Oils and Emulsions," Texas Highway Department 2004 Standard Specifications for Construction of Highways, Streets and Bridges.
- 2) For ease in price comparisons, you must use the price quotation summary sheet which is provided.
- 3) Prices quoted in response to this Invitation to Bid will fluctuate with market prices. Burnet County wishes to purchase materials at the market price on the date our purchase order is written.
- 4) Burnet County will make every effort to buy within the bid, but reserves the right to purchase outside of the bid if it is in the best interest of the County.
- 5) All materials and services shall be subject to Purchaser's approval within the above-quoted guidelines and the specifications listed below. Unsatisfactory material will be returned at Seller's expense.

HFRS-2 and SS-1:

- 1) Asphalt is to be delivered within a 40-mile radius of Burnet, Texas. Material shall conform to Texas Highway Department specifications as stated previously.
- 2) Quote price on a "per gallon" basis for **PLANT PRICE AND DELIVERED PRICE** based on **market price** on Wednesday, March 1, 2024. Price is to include cost of asphalt, freight and surcharges. This will serve as a sample pricing based on the market price as of 3/1/23.
- 3) Please state the minimum order amount for the stated bid price, and any surcharges for returned fuel (ordered in excess).
- 4) AC-5, AC-5 with latex, and AC-15P asphalt must be a minimum of 325-350 degrees Fahrenheit at time of delivery. Emulsified asphalt must be no lower than 160 degrees Fahrenheit at time of delivery.
- 5) State hourly demurrage charge (after 2 hours), if any.

PRICE QUOTATION SUMMARY

List Price per Gallon that you would have invoiced us on March 1, 2024

*Price Per Gallon Delivered (Within 40-mile radius of Burnet)

PLANT PRICE (on 3/1/24)

ALSO AVAILABLE: eFog-HP or
NT-HRE (66/33) at \$2.24/GALLON

HFRS-2 \$ 2.60 per gallon**

SS-1 \$ 2.65 per gallon**

** or rack price, whichever is lowest.

*DELIVERED PRICE on (3/1/24)

\$2.44/GALLON

\$ 2.80 per gallon**

\$ 2.85 per gallon**

Minimum Order Amount: ANY AMOUNT MAY BE ORDERED, BUT
(in gallons) 5,500 GALLONS IS CONSIDERED A FULL LOAD

Minimum Freight Charge: \$1,100.00 PER LOAD

Return Freight Charge: ONE-HALF OF THE OUTGOING TARIFF

Demurrage Charge per
Hour (after 2 hours) \$100.00

PUMP AND HOSE CHARGE: \$100.00 PER LOAD

FOR EQUIPMENT ORDERED, BUT NOT USED, CARRIER MAY CHARGE UP TO \$400.00.

Oil prices often fluctuate throughout the year. Are you willing to sell the above materials at
fluctuating rack price through 12/31/25? ☒ Yes ☐ No

ERGON ASPHALT & EMULSIONS, INC.
COMPANY
11612 RM 2244
BUILDING 1, SUITE 250
ADDRESS

AUSTIN, TEXAS 78738

Karen Sellers MARCH 26, 2024
SIGNED DATE

PRINT NAME KAREN SELLERS

PHONE: (512) 469-9292

E-Mail karen.sellers@ergon.com

Federal Environmental Fee will be added to above prices at rate of
\$.4970/ton for asphalt & polymer loads or \$.00150/gal for
emulsion loads.

RETURN THIS FORM WITH BID

EF-1H (eFog-HP) Product Data Sheet

An anionic water-based asphalt emulsion product to be diluted and used primarily as a fog seal.

Property	Test Procedure	Specification	
	AASHTO	min	max
Tests on Emulsion			
Viscosity, Saybolt-Furol, 77°F (25°C), seconds	T59		150
Sieve Test, %	T59		0.3
Distillation Test, 350°F, 20 Minute Hold			
Residue by Distillation, %, weight	T59	30.0	
Tests on Residue from Distillation			
Dynamic Shear, G*/sin D at 76°C, kPa	T315	1.0	
MSCR, 64°C, J _{nr} at 3.2/kPa	T350		2.0

Note: For field application, the concentrate should be diluted at the terminal to **two parts** emulsion and **one part** water.

Handling

Protect emulsion from freezing

Avoid overheating

Avoid excessive pumping

While statements, technical information and recommendations contained herein are based on information our company believes to be reliable, nothing contained herein shall constitute any warranty, express or implied, with respect to the products and/or services described herein and any such warranties are expressly disclaimed. We recommend that the prospective purchaser or user independently determine the suitability of our product(s) for their intended use. No statement, information or recommendation with respect to our products, whether contained herein or otherwise communicated, shall be legally binding upon us unless expressly set forth in a written agreement between us and the purchaser/user.