

Terms & Conditions

The following Service Terms and Conditions sets for the terms under which Oasis Broadband shall provide Data Services (called Service or Services hereafter) to Subscriber.

SERVICE TERMS AND CONDITIONS

1. Terms of the Service

- A. The Service Activation Date shall be the date Subscriber is connected over the Oasis Broadband transport network to the Internet. For wireless and wired subscribers, service activation is the point at which the connection has been verified with Oasis Broadband's equipment.
- B. This Agreement shall be effective as of the Service Activation date and shall remain in full force and effect so long as any Service Order is in effect, unless otherwise terminated in accordance with the terms hereof. Each Service Agreement shall provide for an initial noncancelable term, with renewal periods to be defined therein.
- C. In the event that Subscriber uses non-Oasis Broadband equipment or software herein, then the Data Services shall be deemed to have begun on the day the subscriber registers for service on any node of the Oasis Broadband's network or an affiliate's network. In the event that Subscriber uses SPE (as defined in Section 6 herein) provided by Oasis Broadband, then the Data Services shall be deemed to have begun on the first business day after the later of (i) the date on which the local service provider connection between the Subscriber's site and the Oasis Broadband POP is activated, and (ii) the date Oasis Broadband sends notice to Subscriber that SPE specified on the Service Order is available for installation.
- D. At the expiration of the initial period of time Service is to be provided as specified in each Service Order Form, Service shall continue in effect on a month-to-month basis at the then current monthly rate unless terminated by either party upon THIRTY (30) days prior written notice.
- E. IP addresses are the property of Oasis Broadband. Upon any termination of Data Services, any and all IP addresses assigned by Oasis Broadband to Subscriber (and any end users) shall no longer be available for Subscriber's use and Oasis Broadband shall retain the right to reuse such IP addresses.
- F. Subscriber must be at least 18 years of age.

2. Transfer and Assignment

- A. This Agreement shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement, or any part thereof, without prior written consent of the other, which consent shall not be unreasonably withheld, except that Oasis Broadband may assign its rights and obligations under this Agreement without approval of Subscriber to an entity that acquires all or substantially all of the assets of Oasis Broadband; provided that in no event shall such assignment relieve Oasis Broadband of its obligations under this Agreement.

- B. Either party has the right to assign its rights, for the purpose of consistency of service, to another party. The assigning party shall give written notice of any such reassignment. If the subscriber requests reassignment, a fee of \$50 will be charged.

3. Description of the Service

The service shall be known as Internet Connectivity and is described below and in the attached Service Order.

- A. Pursuant to the terms and conditions of this Agreement, Subscriber agrees to purchase certain data services, products and/or equipment from Oasis Broadband ("Data Services") as such Data Services are set forth in the Oasis Broadband service order(s) ("Service Order") and any attachments thereto.
- B. Access to the Internet will be provided by Oasis Broadband up to the peak speeds identified in the attached Service Order. Due to the uncertain nature of the internet, internet traffic, etc. not under the control of Oasis Broadband, the average speeds shall be calculated by using test files from Oasis Broadband or other sites mutually agreed upon by both the subscriber and Oasis Broadband. Oasis Broadband cannot and will not guarantee speed to any sites other than those under the direct control of Oasis Broadband.
- C. Subscriber acknowledges and agrees that the Data Services provided by Oasis Broadband may include access to third party networks via Oasis Broadband from time to time. Subscriber also acknowledges and agrees that Oasis Broadband reserves all rights and property interest in the IP addresses that may be assigned to Subscriber under this Agreement.
- D. Subscriber understands and acknowledges that the equipment Subscriber uses to connect to the Oasis Broadband service may provide other Oasis Broadband subscribers with access.
- E. Subscriber understands and acknowledges that the total monthly bandwidth is limited by the terms of the confirmation email sent to the subscriber upon the date they ordered the service.

4. Cost of the service

The cost of the service shall include a start-up fee and a monthly base rate as outlined in the attached Service Order. 2ndHome Connect customers will also be assessed daily usage fees as outlined in the 2ndHome Connect Service Order.

- A. Except as otherwise set forth in this Agreement, rates, charges and other payments ("Charges") SHALL BE SET FORTH ON THE APPLICABLE Service Order and/or any pricing sheet ("Pricing Sheet"), Oasis Broadband may, at its option, increase the service charge to reflect actual tariff charges of its underlying providers and any increases in the local exchange tariff charged to Oasis Broadband. Subscriber may pre-pay Charges for each term set forth on the Service Order, or Subscriber may pay Charges on a monthly basis. For subscribers paying monthly, Charges shall be invoiced monthly in advance and payment is due upon receipt of such invoice, with the first month's Charges and any nonrecurring charges to be paid upon execution of this Agreement or any subsequent Service Order under this Agreement.

- B. If Oasis Broadband reasonably believes that subscriber's credit or payment history is problematic, then Oasis Broadband reserves the right throughout the term to request adequate assurances of payment and to suspend the Data Services until such adequate assurances are received. Oasis Broadband may, at its discretion, check the credit history of the Subscriber prior to acceptance of any order. Oasis Broadband reserves the right to reject any order based on the results of the credit check, or to impose additional terms and conditions, in accordance with its credit policies. In this event an amendment to the terms and conditions will be issued.
- C. Conditional upon acceptance of an order, Oasis Broadband may require advance payment, progress payments or other forms of security.

5. Use of Data Services

- A. Oasis Broadband's Data Services are to be used solely by Subscriber and the entities, if any, listed on the Service Order(s) in accordance with the terms of this Agreement. Subscriber represents, warrants and covenants that it will not transmit, re-transmit, store or otherwise use the Data Services in violation of any federal, state, local or to, any Laws relating to copyright, trademark or other intellectual property or proprietary rights, or any Laws relating to U.S. export, and that it will not post, transmit or re-transmit any unlawful, threatening, libelous or abusive material of any kind.
- B. In using the Data Services, Subscriber agrees that it will comply with Oasis Broadband's policy that prohibits such activities as: (i) gaining or attempting to gain unauthorized access to another account, host or network; and (ii) causing severe network loads and delay of services; and (iii) distributing, posting or collecting unsolicited, duplicative messages to entities who do not expressly request such messages ("Spamming"); and (iv) engaging in other destructive activities such as "Spraying", port scanning, e-mail bombing and virus propagation. Subscriber further agrees that it will take appropriate actions against entities to whom it may re-sell the Data Services if such entities are in violation of Oasis Broadband's policy and that Subscriber will cooperate fully with Oasis Broadband in actions taken by Oasis Broadband to enforce such policy. At its sole discretion, Oasis Broadband can deny access if it believes subscriber is engaging in activity that violates any of these policies. Oasis Broadband does not have to notify subscriber or third parties of such a decision, and Oasis Broadband cannot be held liable for any consequence resulting from lack of notification.
- C. Subscriber shall not improperly restrict or interfere with use of the Data Services (or of the Internet general) by Oasis Broadband or its affiliates, any Oasis Broadband subscriber, or any third party. Upon notice from Oasis Broadband, Subscriber shall promptly remove any hazard, interference or service obstruction that may be caused by hardware or software not provided by Oasis Broadband. Oasis Broadband may, at its option, and upon Subscriber's request, troubleshoot problems caused by such hardware or software. Such troubleshooting services shall be billed at Oasis Broadband's rates in effect at the time such services are requested.

6. Equipment and Installation

- A. Subscriber Premise Equipment ("SPE") shall mean equipment that is provided by Oasis Broadband within or under Customer's control. Subscriber is responsible for protecting and operating SPE Customer Premise Equipment), unless otherwise expressly provided under this Agreement. If Subscriber has not purchased SPE, Oasis Broadband shall retain title to

SPE and Subscriber shall promptly return all SPE to Oasis Broadband and/or promptly provide Oasis Broadband with reasonable access to Subscribers' facilities in order to recover the SPE, upon termination of this Agreement. For SPE owned by Oasis Broadband but under Subscriber's control, Subscriber shall protect Oasis Broadband's title and keep the SPE free from all claims, liens, encumbrances, and legal processes and Subscriber shall notify Oasis Broadband of any claims, liens, encumbrances or legal processes with respect to the SPE. The SPE is personal property and is not to be regarded as part of the real estate on which it may be situated. If requested by Oasis Broadband, Subscriber will, at Subscriber's expense, furnish a landlord or mortgagee waiver with respect to the SPE. The SPE shall not be removed from any location without the written consent of Oasis Broadband. Subscriber shall, upon Oasis Broadband's request, affix and maintain plates, tags or other identifying labels, showing ownership of the SPE in a prominent position on the SPE. The use of the SPE by Subscriber shall conform to all applicable laws, insurance policies, and warranties of the manufacturer or supplier of the SPE. Oasis Broadband shall have the right to inspect the SPE at the premises where the SPE is located.

- B. Subscriber shall make all necessary preparations required to permit installation, maintenance and operation of the Data Services and will provide Oasis Broadband, and its suppliers of communication services and equipment, reasonable access to Subscriber's premises, including free access to all leased telephone lines, to perform any activities reasonably required under this Agreement. Subscriber shall have all non-Oasis Broadband equipment or software available and operable for use with the Data Services or SPE at least five (5) business days prior to the scheduled installation date of the Data Services or SPE. Subscriber must also review any existing Homeowner's Association policies that may prohibit installation of SPE.
- C. If Subscriber is a tenant, Subscriber must obtain permission from the property owner to install, maintain, remove SPE and make necessary property alterations.
- D. Oasis Broadband shall provide on-site installation of equipment pursuant to this agreement and subscriber shall provide reasonable access to subscriber's premises including the roof and attic.
- E. In addition to the local access provider charges set forth on the Service Order, Subscriber shall be responsible for all additional local service provider charges related to Subscriber's Data Services, including but not limited to: costs of relocation of services once installed, local service provider charges arising as a result of rescheduling of appointments by local service provider representatives, and all local service provider charges incurred for maintenance diagnostics that are determined to be caused by equipment not owned by Oasis Broadband. Local service shall be provided pursuant to the applicable tariffs.
- F. Subscriber shall, at its expense, keep each item of SPE in good condition, normal wear and tear excepted. Subscriber shall not make any addition, alteration, or attachment to the SPE without Oasis Broadband's prior written consent. Subscriber shall make no repair, addition, alteration or attachment to the SPE which interferes with the normal operation of maintenance thereof, or might result in the creation of mechanic's or material man's lien. Equipment provided by Oasis Broadband for the start-up fee remains the property of Oasis Broadband.
- G. Subscriber assumes responsibility for damage to or loss of Equipment upon delivery.

- H. Any and all responsibility for the product resides with the Subscriber, except for manufacturer's defects. In the case of loss or harm to the equipment, Subscriber is solely responsible for the purchase price of the equipment.
- I. All equipment is sold or otherwise provided to Subscriber AS IS and WITHOUT WARRANTY of any kind.
- J. Maintenance of equipment is the sole responsibility of Oasis Broadband.
- K. Subscriber understands that one or more antennas may be required to provide service to the service address. Subscriber is responsible for checking local municipality or homeowner ordinances to ensure that antenna mounting is permitted by law or code.
- L. Installation is complete when Oasis Broadband equipment is active on the Oasis Broadband network (as per Oasis Broadband monitoring).
- M. Subscriber agrees
 - a. to allow Oasis Broadband to perform an annual physical examination of the equipment.
 - b. to provide power to the equipment and leave the equipment plugged in and turned on at all times.
 - c. to allow use of the equipment as a routing point.
 - d. to designate a contact person who will provide access to the equipment at all times, and a phone number for that person. Subscriber agrees to notify Oasis Broadband of a change in the contact information/person within 24 hours of such change.
 - e. that Oasis Broadband may require two antennas to provide service, and agrees to allow them to be mounted at the subscriber's property.
- N. Subscriber is personally responsible for paying to Oasis Broadband the purchase price of the equipment in the case of loss or damage of the equipment.
- O. Installation does not include:
 - a. installation or other work related to subscriber side wire, including power or network cabling to Oasis Broadband equipment
 - b. LAN configurations and testing of applications
 - c. any fine-tuning of application related software
 - d. additional site visits if subscriber misses appointments or the site is not ready or additional testing or configuration is requested by the Subscriber (before or after included installation), or if maintenance is requested and it proves to be isolated to equipment not covered by this agreement, subscriber will be billed on a time and material basis at the current rate at the time of visit. The minimum billable time for a site visit is one hour.
- P. Oasis Broadband shall not be responsible for the installation, operation, or maintenance of equipment (including without limitation, cabling) not provided by Oasis Broadband as SPE (collectively, "non-Oasis Broadband equipment or software"). Impairment of Subscriber's use of the Data Services due to non-Oasis Broadband equipment or software shall not relieve Subscriber of its payment obligation hereunder. Oasis Broadband shall not be responsible for any changes in the Data Services which may cause non-Oasis Broadband equipment or software to become obsolete, to require modification or alteration, or otherwise affect performance of equipment to be used as a gateway to the Data Services, and Subscriber shall cooperate with Oasis Broadband in setting up the initial configuration for the Subscriber-provided router's interface with the Data Services.

- Q. Subscriber must provide a computer with the necessary software and hardware to either connect to a 10 base T network port (normal) or have a working WLAN card. Oasis Broadband is not responsible for any service interruptions as a result of Subscriber hardware or software incompatibility or failure. If Subscriber requests support or consulting for Subscriber's hardware or software Oasis Broadband will charge additional fees.

7. Billing and Collections

- A. The first invoice for service may include one or more of the following: 1) the pro-rated charges for the first month of service. 2) the total charges for the following 3 month(s). 3) the installation charges, as applicable. Monthly recurring service charges shall be billed in advance of service for months following the first month of service. Invoices are due and payable in full 15 days after issued by Oasis Broadband. If any portion of payment is received after the 15 day invoice remittance period, a monthly late charge may be assessed to Subscriber as liquidated damages at the sole discretion of Oasis Broadband. The monthly late charge will be the lesser of the highest rate permitted by law or 1.5% of the entire outstanding balance billed on a per day basis (18% per annum.) Oasis Broadband may assign unpaid late balances to a collection agency for collection. If legal action is necessary to collect balances due, subscriber agrees to reimburse Oasis Broadband for all expenses related to recovery of balance due, plus other legal expenses.
- B. Oasis Broadband reserves the right to disconnect service if invoices are not paid thirty days past their due date. If disconnection occurs because of non-payment then there will be a reconnection fee of \$50 if equipment has not already been removed from Subscriber's location. Oasis Broadband reserves the right to remove the equipment 45 days after due date of invoice. If the equipment has been removed due to non-payment then the reconnection fee will be \$250 plus any unpaid invoices, late fees and current month fees.
- C. Any such suspension shall not relieve Subscriber of the obligation to pay monthly recurring Charges. Notwithstanding the foregoing, Subscriber shall pay Charges for installation and hardware, which shall be non-refundable, at the time that such Data Services are ordered or restored.

8. Termination

- A. In the event a law prohibits, substantially impairs or makes impractical the provision of Data Services under this Agreement, as determined by Oasis Broadband in its reasonable discretion, Oasis Broadband may terminate this Agreement without liability upon thirty (30) days written notice to Subscriber, unless earlier termination is required by law.
- B. Oasis Broadband may terminate this Agreement, or any Service Order hereunder, upon Subscriber's material breach of this Agreement or Service Order.
- C. Subscriber may terminate this Agreement with respect to any Service Order subject of a material breach by Oasis Broadband, but only after having provided Oasis Broadband with thirty (30) days prior written notice and an opportunity to cure the breach.
- D. Notwithstanding the foregoing, Oasis Broadband may, upon notice, terminate this Agreement, or any Service Order hereunder, upon subscriber's breach of Section 5 herein.

- E. Subscriber acknowledges and agrees that neither this Agreement nor any Service Order is cancelable in whole or in part after the 30th day of the subscription is reached. Unless specified otherwise in the Subscriber's contract, termination of any Service order hereunder pursuant to Paragraph 8B or 8D above, will result in the Subscriber becoming responsible for all Charges due and owing up to and through the date of termination, plus an early termination charge equal to the number of months remaining on the then current term set forth in the Service Order(s) (up to a maximum of twelve (36) months for all Data Services) multiplied by all monthly Charges for the Service Order(s) being terminated, plus the difference between any promotional discounts that may have been received and the amount that would have been charged if the shorter term had been entered into initially. Subscriber acknowledges that the early termination charge is a liquidated damage and not a penalty and that the Charges for Data Services hereunder would be substantially higher but for this provision.

9. Interruption of Service

Subscriber understands and agrees that temporary interruption may occur as normal and reasonable events in the provision of the Service. Oasis Broadband agrees to exercise reasonable care to prevent such occurrences.

- A. Subscriber understands and agrees that Oasis Broadband has no control over third party networks, which subscriber may access in the use of the Service. Delays and disruption caused by or caused to other networks are completely beyond the control of Oasis Broadband.
- B. Subscriber understands and agrees that there may be administrative service interruptions required to resolve security or abuse matters.

10. Limitations of Liability

- A. Oasis Broadband will make reasonable effort to provide uninterrupted, continuous errorfree Service to Subscriber. In no event shall Oasis Broadband be liable to subscriber or any other person for any special, incidental, consequential or punitive damages of any kind, including but not limited to, loss of profits, loss of income or cost of replacement services.
- B. Oasis Broadband's liability for damages for interruptions of Services, or for mistakes, omission, delays errors and defects in the provision of the Services, shall in no event exceed an amount equal to the pro-rata charges to Subscriber for the period during which the Services are affected.
- C. Oasis Broadband is not liable for any alterations to premises as a result of installation or removal of SPE, including holes in walls, cable wiring or antennae brackets.
- D. Oasis Broadband makes no Warranty that the Service will meet subscriber's requirements, or that the Service will be uninterrupted, timely, secure or error free; nor does Oasis Broadband make any warranty as to the accuracy of reliability of any information obtained through the Service. Subscriber understands agrees that any material and/or data downloaded, or otherwise obtained through the use of the service, is done at Subscriber's own risk, and that Subscriber will be solely responsible for any damage to Subscriber's system or loss of data which results from the download of such material and/or data.
- E. Oasis Broadband makes no warranty regarding any transactions executed through the service.

- F. Subscriber should take necessary precautions to protect their systems such as installing up-to-date anti-virus software and firewalls. Oasis Broadband is not responsible should such precautions fail.
- G. Information posted anywhere on the Internet is not secure. Please be aware that posting personal information on a message board, chat room or news group becomes public information. Subscriber should exercise extreme caution when posting personal information to such an area. Oasis Broadband cannot ensure security or protection in any of these Internet areas.

11. Credits for Service Outages

- A. Subscribers with dedicated symmetric connections shall be eligible to receive a pro-rated credit of amounts pre-paid, if any, in the event that Subscriber experiences a problem such that it is temporarily unable to utilize the Oasis Broadband backbone network and a trouble ticket has been opened as a direct result of such problem (an "Outage"). Outages during scheduled Oasis Broadband maintenance periods or caused by equipment, facilities or circumstances such as weather, accidents or power outages at various nodes, which outside the reasonable control of Oasis Broadband are excluded from the definition of Outage.
- B. Dedicated, symmetric product Subscribers shall be eligible to receive the following prorated credits of amounts pre-paid in the event of an Outage with the following duration (whether cumulative or contiguous) during any calendar month: (i) Outage of < 24 hours = one day's credit; (ii) Outage of 24 - 120 hours = one week's credit; (iii) Outage of greater than 120 hours = one month's credit. The value of the credit is based on the rate in the signed subscriber agreement. In order to be eligible to receive such credits, Subscriber must notify Oasis Broadband in writing within sixty (60) days of the occurrence of the Outage. To the maximum extent applicable by law, Subscriber's sole and exclusive remedy for such Outage shall be to receive the credit(s) as described herein.
- C. Oasis Broadband is not responsible for outages caused by power outages, weather or acts of god.

12. Warranties and Remedies

- A. Subscriber understands that the Internet is not owned, operated, managed by or in any way affiliated with Oasis Broadband and that all content, services, information and other materials that may be offered, made available, or are accessible on the Internet are offered, made available, or are accessible solely by third parties who are not affiliated with Oasis Broadband or its affiliates. Use of the Internet by Subscriber, Subscriber's subscribers or any other authorized users is solely at the respective user's own risk and is subject to all applicable Laws. Oasis Broadband does not warrant that the Data Services will be uninterrupted or error-free, or that any information, software, or other material that may be accessible via the Data Services, is free of viruses, disabling code, worms, or any other harmful components.
- B. Without limiting anything contained herein, Subscriber further understands that the Internet contains unedited materials, some of which may be sexually explicit or may be offensive to some people and that Subscriber's access to such materials are at Subscriber's own risk.

Oasis Broadband has no control over and accepts no responsibility of any kind for such materials.

- C. If Subscriber is dissatisfied with the Service provided under this Agreement, Subscriber shall have the right to terminate this Agreement, in whole but not in part, in writing, no later than thirty (30) days after installation of the Services and shall not be liable for the early termination fee provided for in Section 8 but shall remain liable for all other terms and conditions herein.
- D. EXCEPT AS PROVIDED IN C ABOVE, DATA SERVICES ARE PROVIDED ON AN "ASIS" BASIS WITHOUT WARRANTIES OF ANY KIND. Oasis Broadband DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE AND NONINFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH REGARD TO THE DATA SERVICES, ANY MERCHANDISE, INFORMATION OF SERVICE PROVIDED THROUGH THE INTERNET OR ANY TRANSACTIONS CONDUCTED ON THE INTERNET.
- E. WITH THE EXPRESS EXCEPTION OF THE REMEDIES SET FORTH IN SECTIONS 8.C AND 11.B OF THIS AGREEMENT, IN NO EVENT SHALL Oasis Broadband, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS BE LIABLE FOR ANY REMEDIES OR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, INDIRECT, DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM SUBSCRIBER'S OR ITS AUTHORIZED USERS' RELIANCE ON OR USE OF CONTENT, INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE DATA SERVICES, OR THAT RESULT FROM OR ARE RELATED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF ANY KIND, EVEN IF Oasis Broadband HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- F. Any legal action arising out of this Agreement shall be brought by Subscriber within a period of one (1) year of the occurrence giving rise to such action or shall be deemed waived.

13. Indemnification

Subscriber shall defend, indemnify and hold harmless Oasis Broadband, its affiliates, officers, directors, employees, agents and assigns from and against all claims or actions, threatened claims or actions, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, relating to or arising from: (a) the use of the Data Services or the Internet in general or the placement or transmission of any message, information, software or to other materials or content on the Internet by Subscriber or its authorized users; (b) willful misconduct or negligent acts of Subscriber, its authorized users, agents or contractors in connection with this Agreement; (c) infringement of any patent, trademark, copyright or any other proprietary rights arising from or relating to the use of any equipment, software, or system not provided by Oasis Broadband; and (d) the violation of any Laws.

14. Confidential Information

Subscriber understands and agrees that nothing in this Agreement shall bestow any proprietary or other intellectual property rights of any kind to, or on behalf of, Subscriber. Subscriber understands that the terms of this Agreement and/or any Service Order or other attachment constitute confidential

and proprietary information and shall not be disclosed to any third party without the prior express written consent of Oasis Broadband.

15. Notice

notices, requests, demands or other communications provided for or permitted or required by this Agreement shall be deemed delivered (a) on the same day if hand delivered, (b) by the next business day if sent by overnight courier or by facsimile, or (c) within three (3) days if sent by United States mail.

16. General

- A. This Agreement, including any Service Agreements (and attachments hereto or thereto) which shall be signed by the parties in the future, constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes any and all prior to contemporaneous agreements whether written or oral. In the event that filed and effective tariffs of Oasis Broadband or its affiliates shall apply to the Data Services or any portion thereof, then such tariffs shall govern with respect to such Data Services. In the event of a conflict between this Agreement and any Service Agreements, the terms of this Agreement shall prevail. This Agreement cannot be modified except in writing signed by both parties with any handwritten modifications to be of no force and effect.
- B. If any portion of this agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. If the unenforceable portion is a major part of the agreement, then negotiations for a replacement must begin immediately.
- C. If either party ever fails to enforce any right or remedy available to it under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.
- D. Any legal action brought by Subscriber against Oasis Broadband with respect to this Agreement must start within two years after the cause of action arises.
- E. Any terms which by their sense and context are intended to survive expiration or termination of this Agreement shall survive.
- F. Oasis Broadband reserves the right to decline to provide Data Services to any Subscriber for any reason. Subscriber gives permission or Oasis Broadband to check Subscriber's credit, and shall provide references upon request.
- G. Oasis Broadband reserves the right to hire subcontractors but shall retain the responsibility for the work subcontracted.
- H. This Agreement does not establish a license for either party to use the other's names, logos, trademarks, service marks, brands or any other proprietary rights.
- I. A failure by Oasis Broadband to insist upon strict compliance with any of the terms of this Agreement in any instance shall not be construed as a waiver of such terms in the future. If any provisions of this Agreement shall be hold to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties. This Agreement shall be

interpreted in accordance with the laws of the State of California, without reference to its principles of conflicts of law.