



kanokla

100 Kanokla Ave. Caldwell, KS 67022

KANOKLA INTERNET COMMITMENT AND 1-YEAR SERVICE AGREEMENT

Customer agrees as follows:

Kanokla will provide Customer with access to its Internet Services (the "Services") pursuant to the terms and conditions of this Agreement.

If construction or installation is required, the Customer may be required to sign this Agreement prior to service start to ensure commitment of 1-year of service. By signing before or on the date of installation, Customer agrees to 1 full calendar year of Kanokla services. The customer will not be charged fees if service is determined to be undeliverable by Kanokla at the time of install.

Customer agrees to pay current installation and/or construction fees, unless already a current customer or otherwise published in Kanokla's Internet Service plans and Broadband labels. Installation fee will be added onto the first month's bill.

1. Agreement Overview

This Agreement between *KanOkla Telephone Association d/b/a Kanokla* ("Kanokla") and its customers will provide Internet Services (hereinafter "Services") under the following Terms and Conditions. Hereinafter, Kanokla and Customer may be referred to as a "Party" and collectively as the "Parties."

2. Contractor

Kanokla shall always and for all purposes be considered an independent contractor and shall be solely responsible for the supervision and payment of its Agents for the Services performed. Kanokla shall provide all tools, materials, training, hiring, supervision, hours of work, scheduling, work policies and procedures, work rules, compensation, payment for expenses, and discipline and termination of its Agents. Kanokla shall have reasonable control over all methods and details of performing the Services in compliance with the customer's chosen internet plan, subject to Customer's inspection, and shall ensure that its Agents are performing the Services in accordance with chosen internet plan.

3. Notice

All notices required to be given hereunder shall be made in writing and deemed to have been delivered: 1) on the date delivered in person; 2) on the date sent via email with proof of delivery confirmation; 3) via US Postal Service certified mail, postage prepaid, return receipt requested, to the address below:

To: Kanokla
Attn: Customer Service
PO Box 111
Caldwell, KS 67022

4. Terms & Renewal

This Initial Term of Service shall be as 1 year ("Initial Term") and shall commence on the Service installation date. If neither the Customer nor Kanokla cancels or terminates this Agreement before the end of the Initial Term or any renewal term, the Agreement shall automatically renew on a month-to-month basis pursuant to the current rates, Terms, and Conditions as set forth by Kanokla. Kanokla or Customer may provide notice of its intent to terminate for any date after the Initial Term.

5. Termination; Early Termination; Early Termination Fees.

This Agreement will terminate upon written notice from Kanokla to Customer in the event of Customer's abandonment, fraud, insolvency, willful misconduct, including the unauthorized resale of any Kanokla service, or breach of this Agreement, which is not cured within thirty (30) days of notice of such breach. Upon termination of this Agreement, Customer agrees to return all equipment used for its services to Kanokla within 5 business days of termination date.

In the event this Agreement is terminated prior to expiration of any current Term, either by Kanokla for the reasons stated in the immediately preceding paragraph or by Customer for any reason whatsoever, Kanokla shall have the right to assess Customer ETFs equal to: 1) any unpaid installation, construction, equipment and nonrecurring charges; plus 2) \$100. Upon termination of this Agreement, Customer agrees to return all equipment used internet services to Kanokla within 5 business days of termination date or a mutually agreed upon time with Kanokla. Failure to return equipment or allow Kanokla to pickup equipment will result in the Customer being charge the cost of equipment.

In the event Customer fails to perform under the Terms and Conditions of this Agreement, Kanokla shall have the right to terminate this Agreement immediately and assess Customer's Early Termination Fees as set forth in this Section.

6. Provisions of Service – Billing

Kanokla will provide Services to Customer and Customer will pay for such Services, in accordance with these Terms and Conditions. Kanokla will provide Customer with the Services, together with data transmission, through Kanokla's network. Kanokla will monitor Customer's account in accordance with Kanokla's standard practices.

6.1 Normal service charges will be invoiced monthly. Payment is due upon receipt of the invoice, and accounts are in default if payment is not received within thirty (30) days after the invoice date. Accounts in default are subject to a \$5 late charge and if disconnected due to nonpayment, a reconnect fee of \$20 for each internet service will be assessed.

6.2 Accounts in default may have service interrupted. Service interruption does not relieve Customer of its obligation to pay charges.

6.3 Use of Kanokla's network and services constitutes acceptance of the Terms and Conditions. Kanokla may modify these Terms and Conditions, including availability of services, upon notice furnished to Customer or published online.

7. Exclusivity

Customer agrees that the Services provided under this Agreement are for Customer's exclusive use only, and not for resale with or for any other End Users. For purposes of this Agreement, "End Users" shall include, but are not limited to, businesses, residents and any other entity receiving internet or telephony type services from Customer. Resale of the Services provided pursuant to this Agreement shall be considered a material breach of this Agreement, and Kanokla, at its sole discretion, may terminate this Agreement without recourse or further obligation at any time following such breach.

8. Mobility

Customer may move the Services where facilities permit, subject to applicable nonrecurring charges and costs resulting from such move including, but not limited to, special construction costs, overtime and labor from Kanokla.

9. Cloud Phone Standard

Customer is solely responsible for providing connection from Customer's premise to Kanokla's Network. Kanokla is not responsible for packets lost/dropped over the Internet; Kanokla only guarantees quality on its own network.

10. Customer Passwords and Security

Customer is responsible for maintaining confidentiality of its passwords. Customer is responsible for any and all activities which occur under Customer's account. Customer agrees to notify Kanokla immediately of any unauthorized use of Customer's account or any other breach of security known to the Customer.

11. Out-of-Network VoIP

Out-of-Network VoIP is defined as any location that the Customer's Internet connection is not directly provided by Kanokla maintained facilities. It is the Customer's responsibility in Out-of-Network deployment to provide Kanokla with a quality Internet connection, including one (1) static public IP address, and provide unimpeded access directly to the Internet with adequate bandwidth and quality to support communications with Kanokla's VoIP network.

12. 911 Disclosure

Please Refer to Appendix A for details regarding 911 services.

13. Service Adds, Moves, and Changes

Service adds, moves, and changes will be performed at an additional charge of the then-current Time and Materials Rate to Customer and will be amended with a revised Agreement. "Adds" include additional functions beyond those existing at the time the system was originally installed. "Moves" occur when physically moving equipment from the original installation point. "Changes" occur when the system is modified in a way that changes how it was originally deployed. Changes for data security purposes are included in the Agreement.

14. Warranty Coverage and Kanokla Managed Network

Kanokla warrants hardware equipment including customer premise hardware for the duration of the initial term. Coverage will be extended beyond the initial term if Customer has Kanokla's Managed Network Router. If the equipment becomes faulty under normal location conditions within the initial term, Kanokla will cover and replace the equipment at no cost to Customer. Equipment will not be covered if damaged is caused by negligence on behalf of Customer's employees or agents, accidents, acts of God, and natural disasters. Equipment exposed to adverse work environments including extreme heat or cold, dusty or dirty areas will not be covered under warranty and will be responsibility of customer to cover costs associated with replacement of Covered Material(s). Customer may access Kanokla's Help Desk 24x7x365 by calling 800.526.6552. Kanokla will resolve issues remotely and onsite depending on the issue.

15. Assignment

Customer shall not sell, assign, or transfer this Agreement, or any part thereof, without the prior written consent of Kanokla, which consent shall not be unreasonably withheld. In the event Customer sells or otherwise disposes of Customer's business Kanokla may, without the consent of Customer, assign any or all its rights and obligations under this Agreement to its parent, any subsidiary (of Kanokla or its parent), or any affiliate (of Kanokla or its parent or to any successor in interest pursuant to a sale of stock or assets, merger, acquisition or reorganization.

16. Governing Law

The Agreement shall be governed in accordance with the laws of the State of Kansas or State of Oklahoma, depending on location of service.

17. Miscellaneous Terms

These terms and conditions represent the complete terms and conditions and understanding between Kanokla and Customer, notwithstanding any variance with terms and conditions of any other submitted by Customer.

These terms and conditions will be governed by the laws of the State of Kansas without regard to its choice of law provisions. In any action between the Parties to enforce any material provision of the terms and conditions, the prevailing Party will be entitled to recover its legal fees and court costs from the non-prevailing Party in addition to whatever other relief a court may award. If any provision of this Agreement is held by a court to be invalid, void, or unenforceable, the remainder of the Agreement will nevertheless remain unimpaired and in effect.

18. Use of Services – Restrictions

Customer agrees to use the services provided by Kanokla in compliance with applicable laws. Transmission of any material in violation of any domestic laws and regulations, including (without limitation) threatening or obscene materials, is prohibited.

Some materials available on the Service may be subject to laws and treaties relating to copyrights and intellectual property laws. In addition, Kanokla does not control the content of information available throughout its network and cannot be responsible for the accuracy or quality of information obtained through its services. Accordingly, Customer is solely responsible for determination of all suitability and propriety of its use of all materials available through the Service, and assumes all risks related to use of information or data.

Any use of Kanokla's network or system resources which materially disrupts or interferes with normal operations or with other customers, or which uses Kanokla's network to make unauthorized attempts to access the systems and networks of others is prohibited. Customer is responsible for compliance with all rules applicable to Customer's access to any other networks. Any customer engaging in such practices, or otherwise in violation of these terms and conditions, will be subject to termination of services.

19. Disclaimers, Limitations, Indemnification

Kanokla makes no warranties of any kind, whether expressed or implied, regarding the services it provides to Customer, or relating to the quality, accuracy, or validity of data and/or information residing on or passing through Kanokla's network. Kanokla expressly disclaims any and all warranties relating to its services, including any warranty of merchantability or fitness for a particular purpose.

Kanokla shall not be liable, either in contract or in tort, for unauthorized access to Customer's transmission facilities or Customer premises equipment; or for unauthorized access to or alteration, theft, or destruction of Customer's data files, programs, procedures, or information through accident, fraudulent means or devices, or any other method.

Customer agrees that Kanokla will not be liable for any consequential, incidental, or specific damages, including harm or business, lost revenues, lost savings, or lost profits suffered by Customer, regardless of the form of action, whether in contract, warranty, strict liability, or tort, or for any claim by any third party, even if Kanokla has been advised of the possibility of such damages. Kanokla's entire liability for any claim, loss, damage, or expense from any cause whatsoever will in no event exceed sums actually paid to Kanokla by Customer in the last twelve (12) months for the specific service giving rise to the claim. NO action or proceeding against Kanokla will commenced more than one (1) year after service is rendered

Customer agrees to indemnify and hold Kanokla harmless from any claims or damages, including attorney's fees, resulting from Customer's use of Kanokla services or breach of these terms and conditions, including (without limitation) Customer's causation of damages or injury, directly or indirectly, to any other party.

20. Service Quality

The Kanokla network is defined as Kanokla-owned and controlled routers and circuits. Kanokla's network service quality does not include outages found to be caused by the Customer's Premise equipment, scheduled maintenance events, Customer-caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, Customer directed Denial of Service (dDOS) attacks and force majeure events.

IN WITNESS WHEREOF, in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound thereby, the Parties have executed this Agreement on the dates shown below but effective for all purposes as of the Effective Date.

Customer Contact Information:

Customer Name or Business Name:

Customer Service Address:

Customer Billing Address:

Customer Phone:

Customer Email:

By signing below, Customer agrees to the 1-year Service Agreement.