

## Terms and Conditions

This Agreement is entered into by and between Roggen Telephone Enterprises, Inc., a Colorado corporation ("Roggen Telephone") and the customer identified on the signature page of this Agreement. Roggen Telephone will provide to the customer those Services identified on this signature page of this Agreement, subject to the terms and conditions contained herein.

- 1) Indemnification by Customer.** Customer agrees to indemnify, defend, and hold Roggen Telephone, its owners, managers, officers, agents, affiliated entities and employees harmless from and against any and all losses, claims, demands, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, and costs of suit arising out of customer's use of services provided by Roggen Telephone. Such indemnification shall include, but not be limited to claims for libel, slander, infringement of copyright, theft or misappropriation of intellectual property, or unauthorized use of any trademark, trade name, or service mark, equipment and installation/uninstallation on the customer's premises. Roggen Telephone reserves the right to take any action necessary, allowed by law, to recover the cost of replacement of the Standard Installation Equipment if damaged due to Customer's negligence or if removed from Customer's premises without the written consent of Roggen Telephone. Standard Installation Equipment is any equipment or hardware used to connect you to Roggen Telephone Wireless including but not limited to Antennas, Radios, Mounting Hardware, Wire, and Cables.
- 2) Interruptions; Discontinuances.** Roggen Telephone is not and will not be responsible for interruptions or discontinuances of Service caused by factors beyond its control, including, but not limited to, equipment failure, delays, negligence, strikes, or acts of God. It is the customer's responsibility to contact Roggen Telephone for any service issues related to the products offered under this Agreement. Customer agrees that Roggen Telephone is not responsible for any third party charges due to problems related to the products offered under this Agreement unless prior written authorization is obtained.
- 3) Disclaimer of Warranties.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. ROGGEN TELEPHONE EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET AND ROGGEN TELEPHONE EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES AND RELATED SOFTWARE AND OR CUSTOMER PREMISES EQUIPMENT PROVIDED BY ROGGEN TELEPHONE, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY ROGGEN TELEPHONE, ITS AFFILIATES, ITS CONTRACTORS, OR ANY OF THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. ROGGEN TELEPHONE DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER THIRD PARTY SERVICE PROVIDERS THAT MAY BE ACCESSED THROUGH USE OF THE ROGGEN TELEPHONE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE RELIABILITY OF VOICE OVER INTERNET PROTOCOL ("VOIP") SERVICES.
- 4) Limitation of Liability.** EXCEPT FOR CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATION EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS RELATED TO THE SERVICE SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY CUSTOMER TO ROGGEN TELEPHONE FOR THE AFFECTED SERVICE IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. ROGGEN TELEPHONE'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CUSTOMER TO ROGGEN TELEPHONE PURSUANT TO THIS AGREEMENT IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM.
- 5) Billing Terms.** Our billing cycle begins on the 1st of each month. Credit Card billing will be done automatically on or about the first business day of each month. This charge will include any flat rate service charges for the upcoming month and any additional usage charges incurred in the previous month. Customers wishing to be invoiced will also be billed in a similar manner. Invoices will be mailed on or after the 25th of each month and are due within 15 days. Your account will be considered delinquent should Credit Card processing be rejected, or if being invoiced, failure to pay by the due date of the invoice or if your check is returned to us as uncollectible for any reason. Should your check be returned to us you will be subject to a returned check charge of \$25. Delinquent accounts may have Service terminated at the discretion of Roggen Telephone. Termination of Service does not relieve you of liability for any outstanding funds due to Roggen Telephone. If your Service is terminated due to your being delinquent in payment, you may be subject to reconnect fees depending upon the type of Service provided to you by Roggen Telephone
- 6) Canceling; Disconnection.** If you wish to cancel service with Roggen Telephone you are required to give written or email notice to support@rtebb.net at least 10 days prior to the next billing cycle. Upon cancellation or disconnection you give Roggen Telephone the right to go on your property and remove its equipment and hardware from your premises. **During the year of service, all cancellations become effective at the end of the month and will be subject to verification.** Business class services must mail or fax their request on company letterhead. Canceling does not relieve you of liability for any outstanding funds due to Roggen Telephone. Setup Fees, Domain Name Registration fees, and Secure Certificate fees are nonrefundable. Customer acknowledges that Customer is entering into this Agreement with Roggen Telephone for a minimum of one year of service. Customer further acknowledges that Roggen Telephone has priced its services hereunder in reliance on Customer's agreement to purchase a minimum of one year of service. In the event that Customer decides to cancel service prior to the expiration of the initial year of service, customer shall remain liable for payment of all regular service rates, set up fees and other fees associated with the initial year of service. Domains registered through Roggen Telephone will not be released unless your account is current. Roggen Telephone reserves the right to cancel an account at anytime, without notice, for any violation of this Agreement and/or Roggen Telephone's Acceptable Use Policies. Please see <http://www.rtebb.net> for Roggen Telephone's current Acceptable Use Policy information.
- 7) Amendments.** This Agreement (together with the signature page hereto) and the Acceptable Use Policies posted on <http://www.rtebb.net> constitute the entire agreement between Customer and Roggen Telephone with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, expressed or implied, between Roggen Telephone and the Customer. Roggen Telephone reserves the right to change its rates and/or modify the terms and conditions contained herein or in the Acceptable Use Policies as long as notice is given (a) in electronic form by electronic mail or by posting on <http://www.rtebb.net>, or (b) written notice at least 30 days in advance of the effective change.
- 8) No Third Party Beneficiaries.** The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this Agreement.
- 9) Acceptance.** Use of Roggen Telephone Services constitutes acceptance of Roggen Telephone's most current Terms and Conditions and online Acceptable Use Policies in effect. For the most current Terms and Conditions and on-line Acceptable Use Policies see our web page at <http://www.rtebb.net>.
- 10) Miscellaneous.** Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Roggen Telephone, which consent will not be unreasonably withheld. If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be construed as nearly as possible to reflect the original intent of the parties and the remaining provisions shall remain in full force and effect. All terms and conditions of this Agreement which should by their nature survive the termination of this Agreement shall so survive. This Agreement shall be governed by the laws of the State of Colorado without regard to its choice of law principles.

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