

Hoosier Broadband Wireless Internet Service Provider Terms Of Service

Term

THIS IS AN AGREEMENT BETWEEN YOU AND HOOSIER BROADBAND LLC. BY USING HOOSIER BROADBAND WIRELESS INTERNET ACCESS SERVICE AND ALL THE EQUIPMENT LEASED BY YOU FROM HOOSIER BROADBAND ("EQUIPMENT"), YOU AGREE TO BE BOUND BY AND COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES MANY IMPORTANT TERMS, INCLUDING:

- LIMITS AND DISCLAIMERS ON HOOSIER BROADBAND LIABILITY AND WARRANTIES;
- THE REQUIREMENT THAT YOU COMMIT TO A MINIMUM TERM OF SERVICE;
- FEES FOR EARLY TERMINATION; A WAIVER OF ANY RIGHT TO TRIAL BY JURY OR PARTICIPATION IN A CLASS ACTION;

1. Agreement Governing Use of Service.

The current version of this Agreement (including the Service Plans) can be found at [www. Hoosierbroadband.com](http://www.Hoosierbroadband.com). Hoosier Broadband may change this Agreement or the Service from time to time by posting a revised version of this Agreement or announcing Service changes on the company's website: www.hoosierbroadband.com. You will be notified via email after the changes are posted on the website. Such changes will become effective once you have been notified,

Hoosier Broadband shall provide services ("Services"), as described in the Schedule of Fees annexed hereto from time to time and the "Standard Terms and Conditions", to the undersigned ("Subscriber") for an initial period of thirty days ("Introductory Period") commencing on the date of the initial activation of Subscriber's equipment(s) on Hoosier Broadband's wireless data facilities and shall provide such Services for 12/24 months after the conclusion of the Introductory Period ("Initial Term") unless this Agreement is sooner terminated as provided herein. Subscriber shall have the right to terminate this Agreement at any time during the Introductory Period upon not less than five (5) days prior written notice to Hoosier Broadband. Such termination shall be effective at the end of the thirty (30) day notice period. In the event that Hoosier Broadband does not receive such timely notice, this Agreement shall automatically be renewed for successive terms of duration equal to the Initial Term (each a "Renewal Term") until terminated as provided herein.

Hoosier Broadband Service(s) may require third party software to be installed in order to function. Hoosier Broadband shall not be liable for any use or installation of such Software. Any third party software installed shall be governed by that third party end user license agreement.

1. Payments and Invoices. Hoosier Broadband agrees to provide the Services at the rates set forth on the Schedule of Fees, plus any applicable taxes, and to register the equipment used by Subscriber on the Hoosier Broadband Facilities as notified by the Subscriber from time to time during the term of this Agreement. You will make payments to Hoosier Broadband for the Service and Equipment using your credit, debit, or checks (with prior approval from Hoosier Broadband Manager). You will ensure that the Card information you have provided to Hoosier Broadband is valid at all times. Fees and charges for Service are contained in the Order Form. Upon accepting your Order Form, Hoosier Broadband will bill you for the Equipment (as applicable), installation fees and activation fees (if applicable), including any additional equipment and Services (as applicable). Monthly charges will be automatically charged to your credit or debit card as specified in any applicable recurring payment plan you enter with Hoosier Broadband. You will pay Hoosier Broadband all outstanding balances when due.

Subscriber hereby acknowledges and agrees that all requests for the Services during the term of this Agreement as reflected on such supplemental Schedule of Fees shall be subject to the Standard Terms and Conditions

2. Charges and Payments. (a) For Services provided under the Agreements, Subscriber shall pay Hoosier Broadband for the Services in accordance with the Schedule of Fees. All applicable excise, value added, utility, sales or use taxes, if any, shall be billed or charged to Subscriber as separate items and shall be paid by Subscriber, or in lieu thereof, Subscriber shall provide Hoosier Broadband with a tax exemption certificate acceptable to the taxing authorities. (b) Except as otherwise may be provided by this Agreement, Hoosier Broadband will not increase its rates for Services during the Initial Term. (c) Hoosier Broadband will charge Subscriber's credit card monthly. Payment shall be considered made in full by Subscriber upon card processing. Monthly access fees, port charges, and other fixed charges, if any, reflected on the "Schedule of Fees" shall be invoiced one (1) one month in advance. (d) Credit Card Payment shall be charged by: Hoosier Broadband, P.O. Box 2911, Kokomo, Indiana 46902

3. Subscriber License/Subscriber Facilities. (a) Subscriber agrees to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission ("FCC") for the lawful operation of antenna equipment used by Subscriber in connection with its receipt of the Services. At the present time the FCC does not have any such requirement applicable to Subscriber's lawful operation of antenna equipment. Subscriber shall promptly provide Hoosier Broadband with all such information as Hoosier Broadband shall reasonably request with respect to matters relating to the rules and regulation of the FCC. (b) Except as may otherwise be specifically agreed to in writing between Hoosier Broadband and Subscriber, Subscriber shall be solely responsible for the selection, implementation, and performance of any and all equipment, software and third party telecommunication equipment and services ("Subscriber Facilities") used by Subscriber in connection with the Services and Hoosier Broadband Facilities. Subscriber shall be responsible for ensuring that Subscriber Facilities make efficient use of the Hoosier Broadband Facilities and have no detrimental effect, as determined by Hoosier Broadband in its sole discretion, upon the Hoosier Broadband Facilities (or any portion thereof), Hoosier Broadband's provision of the Services, or the use of the Services or the Hoosier Broadband Facilities by users other than Subscriber. In the event Hoosier Broadband determines that any Subscriber Facilities do not make proper and efficient use, as determined by Hoosier Broadband as its sole discretion, of the Hoosier Broadband Facilities or have a detrimental effect upon the Hoosier Broadband Facilities (or any portion thereof), Hoosier Broadband's provision of the Services, or the use of the Services of the Hoosier Broadband Facilities by users other than Subscriber, Hoosier Broadband shall have the right to (i) impose additional charges for Subscriber's use of the Services, and/or (ii) take such other steps, with or without notice, including but not limited to curtailment, suspension, or termination of Subscriber's use of the Services, as Hoosier Broadband in its sole discretion deems necessary. Hoosier Broadband shall have no obligation to remedy any problem occurring in any Subscriber Facilities that affects Subscriber's use of the Services.

4. Billing Disputes. You must notify Hoosier Broadband in writing no later than thirty (30) days after receiving your Card or bank account statement if you dispute any Hoosier Broadband charges on that statement or such dispute will be deemed waived. Hoosier Broadband will resolve all billing disputes in its sole discretion. Any chargebacks without Hoosier Broadband's prior approval will be subject to applicable service charges as per the company's policy.

a. Delinquency/Late Fees.

Accounts not paid in full by the due date are subject to suspension or termination by Hoosier Broadband. In addition, Hoosier Broadband may suspend and/or terminate your Service if your Card expires or the bank account is closed or suspended and you have not provided Hoosier Broadband with a valid replacement Card. In the event of such suspension or termination by Hoosier Broadband, you will pay Hoosier Broadband any outstanding fees and all collection costs and fees, including attorneys' fees and late fees, incurred or charged by Hoosier Broadband. Hoosier Broadband may, but is not required to, reactivate your Service after Service has been suspended or terminated. Before Service may be reactivated, you must pay Hoosier Broadband all past due amounts and late payment fees plus a suspension charge per account and applicable taxes, and you may be required to provide Hoosier Broadband with a deposit.

All delinquent charges and charges not honored by your Card issuer or bank will be subject to a late fee equal to \$ 4.99 per month. Any check that is returned for insufficient funds or declined by the bank will be subject to a \$25.00 return check fee. Furthermore, Hoosier Broadband may require a deposit for the continuation of the Service. Except to the extent prohibited by law, this late fee may be charged regardless of any disputes you may have raised regarding your invoiced charges.

5. Availability of Service/Variation of Speed. You acknowledge that Hoosier Broadband service may not be available in all areas, and even within coverage areas service quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Service. You agree to provide Hoosier Broadband with the correct address of your primary place of residence, which will be used to determine whether adequate coverage is available. You further agree to promptly notify Hoosier Broadband of any changes in the primary Service address. In addition, there will be no peer to peer file sharing and/or transfer of illegal copy righted materials tolerated on the network. Theoretical wireless signal rates are based on IEEE standards and specifications. Actual data throughput will vary. Network conditions and environmental factors, including volume of network traffic, building materials and construction, mix of wireless products used, radio frequency interference (cordless phones, baby monitors, microwaves etc.) as well as network overhead lower actual data throughput rates. All throughput speeds are based on a "best effort" system and are not guaranteed. Throughput will vary due to many factors including but not limited to those listed above.

6. Equipment Provided - Lease. All the essential equipment, Radio and Antenna, that are required to get you connected from Hoosier Broadband tower to your property are Hoosier Broadband's asset. You lease the essential Equipment from Hoosier Broadband and you must return all leased Equipment in good working order upon the termination or expiration of this Agreement or upon Hoosier Broadband's request. If you fail to return all leased Equipment in good working order, reasonable wear and tear excepted, within thirty (30) days after expiration of this Agreement or by the date otherwise specified or requested by Hoosier Broadband, you agree to pay Hoosier Broadband for the amount listed on the Order Form for such Equipment. In case of service termination, you are required to contact Hoosier Broadband and receive instructions of the proper way of handling and storing the equipment. In the event of not returning Hoosier Broadband's equipment in good working condition due to your negligence you will be required to pay Hoosier Broadband the retail value of the equipment as new. In addition, if you do not return the leased Equipment to Hoosier Broadband by the required date, you agree to continue paying Hoosier Broadband your monthly Internet Access Service charges until you return the Equipment. You hereby irrevocably authorize Hoosier Broadband to charge such amounts (the cost of the Equipment and the monthly Internet Access Service charges) to any Card or bank account you provide or previously have provided to Hoosier Broadband for any purpose. You understand that this authorization to charge your Card or bank account for failing to return leased Equipment in good working order may not be revoked even if you revoke authorization to charge your Card or bank account for other purposes. Hoosier Broadband may replace, upgrade, repair, or otherwise modify any leased Equipment, and will repair or replace (in Hoosier Broadband's sole discretion) any properly maintained leased Equipment that fails to operate as required for the delivery of Service. You also acknowledge and agree that the leased equipment may be refurbished equipment, and there shall be no offset, discount, or other reduction in lease price. You may not modify leased Equipment in any way or sell, encumber, or otherwise transfer the Equipment to others. This section, including all authorizations herein, will survive expiration or termination of this Agreement for any reason.

Hoosier Broadband sells a third party wireless/wired router, wireless cards and similar accessories as a courtesy to the new and existing customers. Hoosier Broadband does not provide any warranty onto those equipment nor does Hoosier Broadband accept any liability for the usage or failure of the third party equipment. In case of failure of those equipment, the customer shall contact the manufacturer of the equipment in question in order to resolve the quality and service issues. Hoosier Broadband is not authorized and is not required to provide support for any third party software, hardware or devices to its customers.

8. Equipment and Installation Warranty. Hoosier Broadband warrants to you that the Equipment and its Installation by Hoosier Broadband will be substantially free from material defects in material and workmanship, under normal use in compliance with instructions, for a period of one (1) year from the date you receive the Equipment or installation ("Limited Warranty"). This Limited Warranty excludes any defects resulting from lightning strike, abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, an act of God, your failure to comply with Hoosier Broadband's policies or other instructions provided by Hoosier Broadband, actual or attempted alteration of or additions to the Equipment not approved by Hoosier Broadband, or any other cause beyond the reasonable control of Hoosier Broadband, all as determined by Hoosier Broadband (collectively, "Excluded Causes"). This warranty does not include any damage to non Hoosier Broadband assets. Repair or replacement, in Hoosier Broadband's discretion, of the Equipment and reperformance of the installation is Hoosier Broadband's only responsibility, and your exclusive remedy, for breach of any warranty regarding the Equipment or the installation, as applicable. This Limited Warranty is personal to you, and will terminate immediately upon the sale or transfer of the Equipment or expiration or termination of this Agreement.

9. Term of the Service; Termination Fees. Subject to applicable law, you expressly agree that all applicable monthly subscription and/or other fees and charges will accrue until this Agreement has terminated, the Services have been disconnected, and all Equipment has been returned to Hoosier Broadband. Early termination of this contract will result in a \$199 early termination fee. In the event you decide to terminate this contract prior to the terms of the contract, you shall contact Hoosier Broadband directly. Hoosier Broadband will not entertain any third-party communications on behalf of the customer.

10. Support. You must use the troubleshooting guides and user information provided by Hoosier Broadband and/ or available at: www.hoosierbroadband.com or by contacting Hoosier Broadband technical support line for assistance. In the event that you request a service call to your Service location and Hoosier Broadband determines that if the problem is due to your computer/laptop settings, viruses in your system, firewalls, router etc. you authorize Hoosier Broadband to charge your Card or bank account or require you to otherwise pay for the applicable cost of the service call. Hoosier Broadband is only responsible for maintenance of Radio and Antenna. Any equipment beyond the Radio is the responsibility of the customer. This includes, but is not limited to, router, computer, laptop, software, wire, tripod, pole.

11. Credits. No credit or adjustment will be made for interruptions or degradations of the Service except as provided for in this Section. In the event of an interruption of the Service that continues for a period of thirty six (36) hours or more, a credit allowance will be made for an amount not to exceed the prorated monthly charges for your Service during the affected period. The foregoing credit will be your sole and exclusive remedy for any interruption or degradation of

the Service. To be eligible for any such credit, you must request the credit in writing within thirty (30) days of the commencement of the interruption or degradation. No credit will be available if the interruption period results from circumstances that are beyond the control of Hoosier Broadband. Such circumstances include, but are not limited to, storms, power outages, lightening strikes, ice-build up, high-winds or other circumstances as defined by Hoosier Broadband.

12. Network Management. You acknowledge that speed and bandwidth available to each computer or device connected to the network may vary for reasons including, but not limited to the number of users, computers or devices connected to the network, the amount of data being transferred over the network, and available bandwidth. You also agree that Hoosier Broadband retains the right, in its sole and absolute discretion, to employ network management activities including, but not limited to (i) reducing, limiting, or otherwise restricting uplink and downlink speeds and transfer rates, (ii) reducing or limiting peer-to-peer sessions during periods of high network congestion, (iii) preventing the delivery of spam, (iv) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, and (v) using other tools and techniques to control bandwidth overuse.

13. Acceptable Use Policy. Hoosier Broadband provides four types of monthly service plans: a) Residential, b) Home Business, c) Not for Profit, and d) Business. You acknowledge that your usage of Service is in accordance with the appropriate service plan. Furthermore, you disclose that you are paying for the service plan in accordance with your usage. In the event Hoosier Broadband determines that your Service usage is not in accordance with your service plan, Hoosier Broadband reserves the right, at its sole discretion, to modify your service plan and Service. You acknowledge that you shall be liable for any penalties and pay any differences in Service fees, attorney fees and other costs associated with not correctly disclosing your intended Service usage.

The Acceptable Use Policy is incorporated into these Terms of Service as though they are part of it. Hoosier Broadband reserves the right to immediately restrict, limit, suspend, or terminate your Service or terminate this Agreement for any violation of the Acceptable Use Policy.

14. Termination/Discontinuance of Service. Hoosier Broadband may suspend or discontinue providing the Service generally, or terminate your Service, either in whole or in part, at any time in its sole discretion. If Hoosier Broadband discontinues providing the Service generally or terminates your Service for a reason other than your breach of this Agreement, you will be responsible only for charges accrued through the date of termination, including a non pro-rated portion of the final month's charges, and you will not be charged the Early Termination Fee.

15. Notices. Except as other provided in this Agreement, all notices or other communications shall be deemed to have been duly given when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to Subscriber as shown on the coversheet to this Agreement and to Hoosier Broadband as "Hoosier Broadband, P.O. Box 2911, Kokomo, Indiana, 46902. Attention: Customer Services.

16. File Security. Subscriber acknowledges that it is possible for third parties to monitor data traffic over the Hoosier Broadband Facilities. If Subscriber desired to secure transmission it will be required to provide for encryption in its application(s) software. Subscriber also assumes full responsibility for the establishment of appropriate security measures (including with limitation, the selection of passwords, firewalls and the like) to control access to Subscriber's equipment and information.

17. Security Deposit. Hoosier Broadband shall have the right, from time to time, at its sole discretion to require Subscriber to deposit with Hoosier Broadband such sums as Hoosier Broadband deems appropriate to secure the prompt and faithful performance by Subscriber of its obligations under this Agreement for Services. Hoosier Broadband shall have the right at its sole discretion, to apply all or a portion of the Security Deposit in total or partial satisfaction of the non-performance of Subscriber under this Agreement. The use of all or any portion of the Security Deposit by Hoosier Broadband shall not deprive Hoosier Broadband of any other rights or remedies otherwise available to Hoosier Broadband nor shall such use of the Security Deposit by Hoosier Broadband constitute a waiver by Hoosier Broadband of Subscriber's non-performance. In the event that Hoosier Broadband should use any portion of the Security Deposit pursuant to this provision, Subscriber shall immediately and without notice from Hoosier Broadband restore the Security Deposit to its original amount, or such other amount specified by Hoosier Broadband. Except as otherwise provided by law, Hoosier Broadband shall not pay interest on any sums retained as a Security Deposit.

18. Remedies. Limitation of Remedies; Exclusion of Warranty. Subscriber's sole remedies for loss of damage caused by partial or total failure of the Hoosier Broadband Facilities for delay or nonperformance of any Services under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, shall be, where applicable, Subscriber's direct damages, if any, limited solely to the amount paid by Subscriber to Hoosier Broadband under this Agreement.

HOOSIER BROADBAND MAKES AND SUBSCRIBER RECEIVES, NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES OR THE HOOSIER BROADBAND FACILITIES. AS A MATERIAL PART OF THE CONSIDERATION PAID BY SUBSCRIBER FOR THE SERVICES PROVIDED BY HOOSIER BROADBAND UNDER THIS AGREEMENT, THE PARTIES AGREE THAT HOOSIER BROADBAND SHALL IN NO EVENT BE LIABLE FOR AND SUBSCRIBER HEREBY WAIVES ITS RIGHT TO CLAIM ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF SUBSCRIBER'S INABILITY TO USE THE HOOSIER BROADBAND FACILITIES OR ANY PART THEREOF, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER COMMUNICATIONS FACILITIES OR IN CONNECTION WITH ANY SERVICES, PERFORMED OR NOT PERFORMED BY HOOSIER BROADBAND UNDER THIS AGREEMENT, OR FOR ANY OR ALL LOSS OR DAMAGE DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF A THIRD PARTY'S UNAUTHORIZED ACCESS TO SUBSCRIBER'S DATA TRANSMITTED OVER THE HOOSIER BROADBAND FACILITIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. HOOSIER BROADBAND AND ITS REPRESENTATIVES (AS DEFINED BELOW) DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AVAILABILITY, NON-INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR EQUIPMENT, OR NON-INFRINGEMENT. ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS OR OTHER DOCUMENTS NOT EXPRESSLY INCORPORATED HEREIN, OR BY ANY HOOSIER BROADBAND EMPLOYEES OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS REPRESENTATIONS OR WARRANTIES OF ANY KIND BY ANY HOOSIER BROADBAND PARTIES. HOOSIER BROADBAND DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON HOOSIER BROADBANDS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE EQUIPMENT. THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON.

19. Indemnification. Subscriber shall indemnify HOOSIER BROADBAND and its partners, parents, subsidiaries, affiliates, directors, officers, employees and agents from and against any claims, demands or liability (including any losses, costs, expense, and attorney's fees) arising out of or resulting from any injury

(including death) to persons or damage to property caused, directly, indirectly, by the Services of the HOOSIER BROADBAND facilities due to the negligent acts or omissions of Subscriber.

20. Improvements and General Administration. HOOSIER BROADBAND reserves the right, from time to time, to make changes in the configuration of the HOOSIER BROADBAND Facilities, rules of operation, accessibility periods, Subscriber identification procedures, type or location of equipment (including, but not limited to, the reassignment or re-engineering of the Subscriber host connections to one or more alternative HOOSIER BROADBAND host connect facilities using the HOOSIER BROADBAND facilities alternative thereof), allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving Subscriber at any particular address. HOOSIER BROADBAND may perform all of the Services to be performed by its subsidiaries, affiliates or subcontractors, but shall retain responsibility for the delivery of the Services to Subscriber.

21. Assignment. Subscriber shall not assign its rights under this Agreement without the prior written consent of HOOSIER BROADBAND, which consent shall not be unreasonably withheld. Any attempted assignment or delegation in contravention of this Section shall be *void*. This Agreement shall inure to the benefit of and be binding upon the *respective* successors and assigns, of the parties hereto.

22. Force Majeure. Notwithstanding any other provision of this Agreement, neither party shall be deemed in default of this Agreement for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power irregularities, earthquake, nuclear accident, volcanic action, flood, war, water, the elements, labor disputes, civil or military authority, acts of God or public enemy, inability to secure products or transportation facilities, acts or omissions of common carriers or other causes beyond their reasonable control, whether or not similar to the foregoing.

23. CPNI. Under federal law Subscriber has a right and Hoosier Broadband has a duty to protect the confidentiality of the amount, type and destination of Subscriber's service usage (such information is referred to in applicable federal regulations as Customer Proprietary Network Information, hereafter "CPNI"). Subscriber hereby grants consent to share CPNI with Hoosier Broadband, its affiliates and its contractors, to develop or bring to Subscriber's attention any other products or services. Subscriber's consent is valid until removed by Subscriber and survives the termination of this Agreement. Subscriber may withdraw or limit its consent anytime by notifying Hoosier Broadband in writing and providing Subscriber name, address, telephone number, including area code, service billing address and service account number. Subscriber's withdrawal or limitation of consent does not affect Subscriber's current service, nor does it serve to modify or waive any other term of this Agreement.

24. General. (a) No Third Party Beneficiaries except as otherwise specifically states in this Agreement are for the benefit of the parties hereto and not for any other person. **(b) Precedence Over Service Agreement Terms and Conditions.** Any additional or different terms of Subscriber's Service Agreement, whether or not such terms materially alter this Agreement, shall be deemed objected to by Hoosier Broadband unless this Agreement is expressly amended by the parties hereto. Execution of a Subscriber's Service Agreement shall not operate as an amendment to this Agreement. Whenever, printed, typed, stamped or written provisions of Subscriber's Service Agreement conflict with this Agreement, the standard Terms and Conditions agreement on the Hoosier Broadband web site (Legal) shall control. **(c) Waivers of Default.** Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default. **(d) Survival.** The terms and conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the completion of performance, cancellation or termination of this Agreement. **(e) Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. **(f) Governing Law.** The Agreement shall be construed in accordance with the laws of the State of Indiana applicable to contracts executed and wholly performed within the State. **(g) Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result therefrom) the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Hoosier Broadband and Subscriber shall be construed and enforced accordingly.