STANDARD SERVICES TERMS AND CONDITIONS

These Standard Services Terms and Conditions ("Agreement") govern certain telecommunications services ("Services") provided by Missouri Network Alliance, LLC dba Bluebird Fiber, its subsidiaries, and certain affiliates ("Bluebird") to a customer ("Customer") purchasing Services as set forth on a Bluebird service order. Bluebird and Customer may each be referred to as a "Party" and together as the "Parties."

1. Services. Bluebird shall provide Services to Customer as set forth on a service order issued by Bluebird and signed by both Parties ("Service Order"). Each Service Order must identify, at minimum, the Service type, monthly recurring charges ("MRC"), non-recurring charges ("NRC"), bandwidth (if applicable), and necessary contact information.

2. Term. This Agreement is effective upon the final signature on an applicable Service Order ("Effective Date") and will remain in full force and effect for as long as any Service Order governed by it remains in effect ("Agreement Term"). Each Service Order shall have its own term, which shall commence on the date on which Bluebird issues an Activation Notice ("Service Commencement Date") and continue in effect for the period set forth on the Service Order ("Initial Service Term"). Unless otherwise stated on the Service Order, at the conclusion of the Initial Service Term, the Service Order will automatically renew for consecutive one (1) year periods (each such period, an "Additional Service Term" and together with the Initial Service Term, the "Service Term") unless terminated by either Party upon thirty (30) days' written notice prior to the end of the Initial Service Term or Additional Service Term, as applicable. For clarity, the Service Term of a Service Order containing multiple Services shall commence upon the Service Commencement Date of the final Service installed.

3. Installation, Acceptance, and Customer Delay. By executing a Service Order, unless otherwise described therein, Customer authorizes Bluebird to immediately commence work related to the Services and to deliver, install, and activate the Services. Bluebird will issue a Service Activation Notice ("Activation Notice") when a Service is installed and ready for Customer's use. If Customer believes a Service has not been installed in accordance with the Service Order, Customer must provide a written rejection reasonably detailing the failure within three (3) days of the Service Activation Notice. Bluebird will investigate and, if needed, retest and/or reactivate the Service(s). Failure to properly reject a Service in accordance with this Section 3 shall constitute Customer's acceptance. Notwithstanding anything to the contrary, in the event Bluebird is unable to complete installation and/or activation of a Service due to Customer's failure to complete any applicable tasks necessary to allow Bluebird to complete Service activation, Bluebird may provide notice to Customer that it is unable to proceed due to Customer's delay and Customer shall have thirty (30) days to complete all necessary actions and obligations to allow for Service activation. In the event Bluebird remains unable to complete Service activation after the thirty (30) day period, Bluebird may elect to cancel the affected Service Order and Customer shall be responsible for an immediately payable fee equal to Bluebird's costs incurred in performance under the Service Order, including internal and any third-party costs, plus twenty percent (20%) ("Early Cancellation Liability"). Bluebird shall not be liable to Customer for any credits, penalties, or other obligations related to a Service to the extent caused by a Customer delay or non-readiness to receive Services.

4. Demarcation Points and Right of Entry. Customer is responsible for procuring and providing to Bluebird all necessary rights of entry, including building access rights and private easements, between the public right-of-way and the Demarcation Point in order for Bluebird to install, maintain, and repair Services at each location described on a Service Order ("Access Rights"). "Demarcation Point" means the physical point where Bluebird's obligation to provide a Service ends. Unless otherwise specified on the applicable Service Order, the Demarcation Point shall be the minimum point of entry ("MPOE"). The MPOE is the point at which Bluebird's fiber and infrastructure enters the building or a Bluebird-designated handhole or manhole in the public right-of-way. If Customer requests an extension of the Demarcation Point beyond the MPOE, such extension must be memorialized within the Service Order or similar document agreed upon by Bluebird and Customer and additional charges may apply. Customer is responsible for all cross connects. Customer is responsible for providing to Bluebird sufficient and adequate space and environment ("Space") and power ("Power") on the premises to support the Services at no cost to Bluebird. Customer understands and acknowledges that any delay in Bluebird's receipt of Access Rights, Space, or Power may cause a delay in Service activation. Customer shall be responsible for all costs incurred by Bluebird related to Access Rights, Space, and Power, including any charges imposed upon Bluebird by the property owner, landlord, or designee. In the event Customer elects not to pay for charges related to Access Rights, Space, or Power, Bluebird may cancel the affected Service(s) and Customer shall be responsible for Early Cancellation Liability.

5. Payment Terms. Customer agrees to pay all undisputed charges set forth on the Service Order, including any applicable regulatory charges, surcharges, taxes, or third-party provider fees, by ACH or wire transfer within thirty (30) days of a Bluebird invoice. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. If Customer disputes any amounts on an invoice, Customer must pay all undisputed amounts and provide written notice to Bluebird reasonably detailing the dispute within thirty (30) days of the date of Bluebird's invoice and failure to do so shall result in a waiver of all dispute rights related to that invoice except as otherwise required under applicable law. Any disputed amounts determined to be payable to Bluebird shall be due within ten (10) days of the dispute resolution. Bluebird reserves the right to suspend Services due to any non-payment until all overdue payments are made in full. MRC will be invoiced in advance on or around the first day of each month and the first invoice shall include the pro-rated amount of the prior month's MRC. MRC for Services provided for an Initial Service Term longer than sixty (60) months will be subject to an annual increase equal to four percent (4%). Unless otherwise noted on the applicable Service Order, NRC may be invoiced any time after the full execution of the Service Order.

6. Taxes and Fees. All charges set forth in a Service Order are exclusive of, and Customer shall be responsible for and agrees to pay, all applicable international, federal, state, and local use, excise, sales, value added, consumption, gross receipts, utility, access, franchise, and other taxes, fees, assessments, tariffs, duties, regulatory fees, and surcharges, including any state, local, or federal universal service fund fees, levied or imposed upon Bluebird or Customer in connection with the provision or use of the Services (collectively, "Taxes"). Taxes do not include taxes on Bluebird's net income. Bluebird shall not collect from Customer any Taxes with respect to which Customer has provided Bluebird with a valid exemption certificate prior to the imposition of such Taxes on Bluebird.

7. Site Condition Changes; Hazards. If there is a change to or unforeseeable condition at a location where Customer has requested Services that results in an increased cost to Bluebird, Bluebird may pass through such costs to Customer as an additional NRC, or as otherwise agreed to by the Parties. Such change may include discovery of a toxic or otherwise unsafe environment or determination that a particular location or Space will not suitably sustain Bluebird's facilities and/or equipment. Bluebird may suspend performance of any construction, installation, or onsite maintenance of any Service if Bluebird reasonably believes or finds evidence of any potentially harmful or hazardous material or condition until such time the potentially harmful circumstances have been sufficiently remediated. Bluebird shall not be liable for delays resulting from site condition changes or hazards.

8. Maintenance, Relocations, and Equipment Protection.

   (a) Maintenance. Bluebird will perform all maintenance related to the Services. Bluebird will use commercially reasonable efforts to (a) provide Customer with at least three (3) days' notice prior to performing any routine, scheduled maintenance that Bluebird believes may affect Services, and (b) perform scheduled and non-emergency maintenance between the hours of 12:00 a.m. and 6:00 a.m., local time. Bluebird may perform emergency maintenance as needed and will coordinate with the Customer as practical under the circumstances to minimize any disruptive impact. In no event shall interruption for scheduled or emergency maintenance constitute a failure of performance by Bluebird.

   (b) Relocations. If Bluebird determines or is required by a third party with authority to relocate all or any portion of the facilities, materials, or equipment used to provide Services to Customer, Bluebird shall provide Customer notice of any such relocation, if possible. Bluebird shall employ commercially reasonable efforts to accomplish the relocation and in coordination with Customer to the extent practical. If the relocation is necessitated solely by Bluebird, Bluebird shall be responsible for the cost of such relocation. If the relocation is necessitated by Customer, Customer shall be responsible for the cost of such relocation. If the relocation is necessitated by a third party, Customer shall pay its Proportionate Share of the costs. "Proportionate Share" means a fair and reasonable amount based on the total number of customers Bluebird serves using the relocated facilities as determined by Bluebird in good faith.

   (c) Equipment. Customer shall not and shall not allow any facility, equipment, software, hardware, system, or material that is owned, leased, or otherwise operated or maintained by Bluebird ("Bluebird Equipment") to be rearranged, moved, removed, disconnected, altered, interfered with, or repaired without Bluebird's prior written consent. Nothing in this Agreement or a Service Order shall be construed as a transfer of ownership or similar rights from Bluebird to Customer. Customer is responsible for providing and maintaining at no charge to Bluebird an appropriate operating environment consistent with generally accepted industry standards on any premises where Bluebird Equipment is being used to provide Services to Customer. Customer shall promptly notify Bluebird of any matters relating to damage or impending damage to Bluebird Equipment or Service loss of use. Upon termination or expiration of a Service Term, Bluebird shall be given ample time to retrieve its equipment from any service location. Customer shall reimburse Bluebird for the replacement value of any Bluebird Equipment when (i) Customer does not allow Bluebird access to retrieve

Bluebird Equipment, or (ii) Bluebird Equipment is damaged, lost, or stolen prior to Bluebird's retrieval or during return by Customer due to Customer's negligence or misconduct. Customer agrees that any terrestrial Bluebird equipment, including conduit, fiber optic cable, optronics, wires, handholes, or manholes, may, at Bluebird's discretion, remain intact and in place as constructed by Bluebird and shall remain the property of Bluebird at all times for Bluebird's sole access and use unless otherwise agreed to by the Parties in writing. This provision shall survive the termination of this Agreement.

9. Upgrades, Additions, and Portability. This Agreement contemplates the possibility of Customer adding to or upgrading Services provided to it by Bluebird. Any changes to Services may involve changes to MRC and NRC. Changes must be requested in writing and shall be memorialized on a Service Order or similar documentation signed by both Parties. Subject to fiber availability and Bluebird's discretion, Customer has the option to port a Service to a new location and Bluebird may waive applicable early cancellation or early termination charges so long as: (a) the new service location is "On-Net," meaning Bluebird will incur no construction or other implementation costs to provide Services to the new location; (b) the Parties enter into a new Service Order for a term equal to or greater than the Service Term being replaced; (c) the new Service Order contains the same or greater MRC as the Service Order being replaced; and (d) Customer pays an NRC for any construction, splicing, and other costs associated with the new Service Order, if applicable.

10. Service Level Objectives.

    (a) Availability. Bluebird maintains a goal of 99.99% availability on Services provided over Bluebird's network and strives to repair all service-impacting conditions within four (4) hours of discovery. All Services are non-protected unless described specifically on the Service Order as protected.

    (b) Outage Credits. Customer may be eligible for a credit based on Service downtime (each event, an "Outage"). The credit amount is calculated by determining the percentage of time that a Service experiences an Outage, calculated as minutes within a calendar month, in relation to the total calendar monthly minutes of the Service ("Outage Minutes Calculation"). The amount of the credit is determined by multiplying the Outage Minutes Calculation by the applicable MRC for the applicable Service ("Outage Credit"). To receive an Outage Credit, Customer must (i) open a trouble ticket with Bluebird's NOC when the Outage begins, and (ii) request the Outage Credit in writing within sixty (60) days of the conclusion of the Outage by submitting a request to disputeresolution@bluebirdfiber.com. In no event shall credits be provided to Customer in an amount that exceeds the MRC for the affected Service. Except as otherwise described in this Section 10, Outage Credits shall be the sole and exclusive remedy of the Customer in the event of any disruption of Service and under no circumstances shall downtime be deemed an event of default.

    (c) Third-Party Provider Credit. Notwithstanding anything to the contrary, in the event a Service is being provided by Bluebird through any third-party fiber or equipment, Customer shall not be entitled to any amounts in excess of what is provided to Bluebird by the applicable third-party. In that event, Customer shall receive a credit equal to the lesser of (i) an Outage Credit as described in Section 10(b), or (ii) a pass-through of applicable credits provided to Bluebird by the third-party.

    (d) Outage Exclusions. An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to or under any of the following circumstances: (i) Bluebird has not issued a Service Activation Notice for the Service; (ii) the negligence, error, or omission of Customer or others authorized by Customer to access, use, or modify the Service, or equipment used by Customer; (iii) power failure at the service location or the failure or poor performance of Customer-provided equipment; (iv) Bluebird is not afforded access to the premises and/or its facilities and such access is reasonably necessary to prevent a degradation or to restore Service; (v) Bluebird has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to Bluebird for installation; (vi) Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis; (vii) a Force Majeure Event; (viii) Customer's use of any Service in an unauthorized or unlawful manner; (ix) damage to fiber or facilities caused by a third-party; (x) disconnect or suspension for cause; or (xi) incorrect, incomplete, or inaccurate documentation or direction from Customer.

11. Default.

    (a) Customer Default. Customer shall be in default under this Agreement in the event of any of the following: (i) Customer fails to make a payment of any undisputed amount and such failure continues for more than five (5) days after Customer receives written notice of such failure from Bluebird; (ii) Customer fails to comply with any material obligation, agreement, term, or provision of this Agreement or a Service Order not contemplated under subsection (i) above and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Bluebird; (iii) Customer's use of a Service violates any law or causes Bluebird to violate any law; (iv) Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition; (v) Customer's use of the Services causes any adverse impact on Bluebird's rights to occupy the property where Services or other Bluebird property is located; (vi) Customer's or its end-user's equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Bluebird's fiber, equipment, or network. In the event of such interference, Bluebird reserves the right to immediately take any steps to remedy the interference, including suspension of Services.

    (b) Bluebird Default. Bluebird shall be in default in the event it fails to comply with any material obligation under this Agreement and such failure continues for more than thirty (30) days after receipt of written notice reasonably detailing such failure from Customer; provided however, that if such default cannot reasonably be cured within thirty (30) days and if Bluebird is proceeding promptly and with due diligence in curing the default, the cure period shall be automatically extended as may be necessary.

12. Early Termination. In the event that Bluebird terminates a Service Order for Customer Default or Customer cancels or terminates any Service or Service Order for any reason other than Bluebird Default, (a) Bluebird may immediately stop work and/or cease providing Services, (b) Customer shall not be entitled to a refund of any prior consideration paid; and (c) Customer shall pay an early termination fee to Bluebird which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRC or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated services, if any, to the extent such fees are not captured by the amounts in subsection (i) and (ii) of this section (together, "Early Termination Liability"). Early Termination Liability shall be due and payable in accordance with Section 5. The Parties agree that Early Termination Liability is a reasonable estimate of liquidated damages and not a penalty.

13. Condemnation, Eminent Domain, Lack of Rights. In the event that any portion of the assets utilized to provide a Service becomes the subject of a proceeding by any governmental agency or other party having the power of eminent domain for public purpose or use, Bluebird and Customer shall be entitled, to the extent permitted by law, to participate in such condemnation or eminent domain proceeding for compensation by either joint or separate awards for the economic value of their respective interests in the Services that are subject to the condemnation or eminent domain proceeding. Bluebird may terminate any affected Service without liability to Customer if: (a) Bluebird's applicable franchise authority is cancelled or terminated; (b) Bluebird is prohibited from furnishing the Services by regulation, statute, court order, or ruling by any other federal, state or local governmental authority; or (c) Bluebird's pole attachment, conduit use, or other necessary rights are terminated or become subject to such restrictions or conditions that continuation of the applicable Service is impracticable, unreasonable, or prohibited.

14. Representations and Warranties. Customer represents and warrants that (a) it has full right and authority to enter into this Agreement and Service Orders governed by it; (b) the Customer name listed in any Service Order is a legally valid and existing business in the state in which Services are provided; and (c) neither Customer nor its end-users will use the Services in any manner in violation of any applicable laws, regulations, or Bluebird's Acceptable Use Policy, available at bluebirdfiber.com/regulatory/. In the event Bluebird reasonably believes that a violation of any warranty has or will occur, Bluebird may take any action that it deems appropriate and reasonable under the circumstances to protect its systems, facilities, customers, and/or third parties.

15. Indemnification. Customer agrees to defend, indemnify, and hold Bluebird and its affiliates, directors, officers, members, employees, and agents harmless from any and all liabilities, costs and expenses, including but not limited to, reasonable attorneys' fees ("Claims"), related to or arising from (a) any breach of this Agreement by Customer or its end-users; (b) the use of Services or the Internet or the placement of any message, information, software, or other materials on the Internet by Customer or its customers; (c) acts or omissions of Customer or its customers in connection with the construction, installation, maintenance, presence, use, or removal of systems, channels, equipment, or software not provided by Bluebird; (d) damage to any real or personal property, or personal injury (including death), caused by the negligence, act, or omission of Customer or Customer's end-user of the Services; (e) claims for infringement of any intellectual property right arising from the use of Services, equipment, software, apparatus, and systems not provided by Bluebird; and (f) any violation of Bluebird's Acceptable Use Policy.

16. Insurance. In the event Services are provided at a location owned, leased, or controlled (including possession as a tenant) by Customer, then throughout Service Term, each Party shall maintain and, upon written request, shall provide proof of adequate commercial general liability insurance covering all equipment, operations, and work related to the Services and applicable Bluebird Equipment and facilities. Such insurance shall be written on an occurrence coverage basis and shall provide coverage equivalent to or greater than one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage liability including coverage extension for blanket contractual liability or personal injury liability. Customer shall be responsible for ensuring that its insurer is not permitted to subrogate with respect to insurance carried by Bluebird.

17. Limitation of Liability. EXCEPT FOR CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF REVENUE, PROFITS, CUSTOMERS, CLIENTS, OR GOODWILL, WHETHER IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND THE DAMAGES WERE FORESEEABLE. In no event shall Bluebird's cumulative liability for claims related to this Agreement exceed the total

amount paid by Customer to Bluebird within the one (1) month prior. Except as otherwise explicitly set forth in this Agreement, a Service Order, or service level agreement between the Parties, Bluebird shall not be liable for any failure or interruption in Services. Customer acknowledges and agrees that Bluebird has based its pricing on and entered into each Service Order in reliance upon the limitations of liability and disclaimers of warranties and damages in this Agreement and that such terms form an essential basis of the bargain.

18. Disclaimer. BLUEBIRD MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY SERVICES PROVIDED TO CUSTOMER. BLUEBIRD SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE BE LOST OR DAMAGED, AND PERFORMANCE OR INTEROPERABILITY OF THE SERVICES WITH ANY CUSTOMER EQUIPMENT OR SERVICES. BLUEBIRD MAKES NO WARRANTY REGARDING NETWORK SECURITY, ENCRYPTION, DATA INTEGRITY, OR DATA SECURITY. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED BUT FOR THE WARRANTY TO USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY IMPAIRMENT. Customer acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services provided or controlled by third parties, Bluebird cannot guarantee uninterrupted internet access and use. Bluebird will use commercially reasonable efforts to remedy impairment or disruption of Customer's access to the internet through Bluebird's Equipment.

19. Force Majeure. Bluebird shall not be liable with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by acts of nature, God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, damage to fiber or facilities caused by a third party, delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items, or any other circumstances beyond the reasonable control and not involving any fault or negligence of Bluebird (each, a "Force Majeure Event"). If a Force Majeure Event occurs, Bluebird shall be excused from performance under the applicable Service Order on a day-to-day basis during the continuance of such Force Majeure Event.

20. Confidential Information. The Parties agree not to disclose to a third party any Confidential Information furnished to it in connection with this Agreement. "Confidential Information" includes any information Bluebird regards as confidential or proprietary, including (a) all technical information and data, (b) product data and specifications, software, source codes, and other software information, processes, inventions, research projects, derivative works, and product development; (c) all business information, including accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, equipment designs, clients, personnel, know-how, data and material used or licensed by Bluebird, including computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (d) Bluebird employee or customer information; (e) Bluebird's confidential information disclosed to Customer by third parties; (f) rates, terms, or other information relating to Services, and (g) any information which a reasonable person would deem to be confidential. Use of Confidential Information shall be limited to purposes of fulfilling a Party's obligations hereunder. Customer will not use Bluebird's name or the name of any Bluebird product or service publicly without Bluebird's prior written consent. Bluebird's Confidential Information shall remain its property and shall be either returned to Bluebird or destroyed promptly upon the termination of a Service or at Bluebird's request.

21. Assignment. Customer may not assign or otherwise transfer its rights or obligations under this Service Order without the prior written consent of Bluebird. Any attempted assignment in contravention of this provision shall be null and void. Bluebird may at any time, without consent but on written notice, assign its rights and obligations to (i) any Affiliate (as "Affiliate" is hereinafter defined), or (ii) a person, firm, corporation, partnership, association, trust or other entity that purchases all or substantially all of its assets whether via merger, sale, stock purchase, or other similar arrangement. This Service Order shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

22. Notice. All notices and communications concerning or relating to Services shall be in writing and addressed to the other party using the information listed below. If Customer's notice address information is not listed below, the notice address shall be any address associated with Customer as listed in a Service Order. Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed electronic mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party or to such other address as either Party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or electronic confirmation, the day after deposit with a nationally recognized overnight courier, or five (5) days after it was mailed.

If to Bluebird Fiber:	If to Customer:
8330 Ward Parkway, Suite 500 Kansas City, MO 64114 Attn: Legal contract.management@bluebirdfiber.com	

23. Miscellaneous.

(a) Authorizations. Without the other Party's prior written consent, neither Party shall refer to itself as an authorized representative of the other, use the other Party's logos, trademarks, service marks, carrier identification codes, or any variations thereof, or engage in any activity using or displaying the other Party's name or the Services, without the prior written consent of the other Party.

(b) Data Centers. To the extent Services involve a Bluebird data center, Bluebird's Data Center Customer Guidelines and other terms and conditions, located at bluebirdfiber.com/regulatory/, are incorporated herein and made a part of this Agreement by reference.

(c) Customer Terms. Any terms and conditions provided to Bluebird by Customer shall have no binding effect unless memorialized in a document signed by authorized representatives of both Parties.

(d) Data Transmission. Because Bluebird acts only as a conduit for transmission of data, Bluebird explicitly disclaims any obligations related to Protected Health Information and the Health Insurance Portability and Accountability Act of 1996. Customer shall have responsibility and liability for all content Customer or any end-user transmits over Bluebird's network or while using the Services, and Customer agrees to indemnify and hold Bluebird and Bluebird's third-party providers harmless with respect to any claims therefrom.

(e) Ownership and Encumbrances. Customer acknowledges that it has no title to any fiber, facilities, equipment, or materials provided by Bluebird and shall not in any way encumber the Services, cable, or any property that is the subject of or related to a Service Order.

(f) Governing Law and Exclusive Jurisdiction. All terms shall be construed in accordance with the laws of the state of Missouri, without reference to its conflict of law provision. The obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws. Any suit, action, or proceeding seeking to enforce any provision or based on any matter arising out of or in connection with this Agreement, must be brought in the appropriate courts in Jackson County, Missouri.

(g) Negotiated Agreement. This Agreement and any related Service Orders have been fully negotiated and jointly drafted.

(h) Limited Effect of Waiver. Any waiver or failure to enforce a provision of this Agreement or any Service Order shall not be construed as a general waiver of the provision.

(i) Document Precedence. In the event of a conflict between this Agreement and an applicable Service Order, the provisions of the applicable Service Order shall prevail.

(j) Severability. If any term or provision is determined to be invalid or unenforceable by a court or body of competent jurisdiction, both Parties shall be relieved of all obligations arising under such provision and the applicable term or provision shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent.

(k) Integration. This document constitutes the entire and final agreement and understanding between Bluebird and Customer with respect to the subject matter hereof and may be supplemented with additional provisions as listed or described within a Service Order.

(l) Amendment. This Agreement and any Service Order may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of each Party.