

MTE High-Speed Internet Services Terms and Conditions

Thank you for choosing MTE for your Internet needs. This document is important—please read it carefully. These MTE High-Speed Internet Services Terms and Conditions and all documents referred to in them (collectively the “Agreement”) are a legal contract between the customer (“You” or “you”) and Midvale Telephone Exchange, Inc. d/b/a MTE Communications (“MTE”). This Agreement sets forth the terms and conditions by which MTE will make available to you the services you have elected to receive (“Services”).

MTE RESERVES THE RIGHT TO CHANGE OR MODIFY THIS AGREEMENT AT ANY TIME BY POSTING THE REVISED AND UPDATED AGREEMENT ON MTE’S WEBSITE AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY CHANGES. MTE MAY NOTIFY YOU OF ANY CHANGE BY: POSTING NOTICE OF CHANGES ON MTE’S WEBSITE; NOTIFYING YOU BY EMAIL OR US MAIL; AND/OR NOTIFYING YOU ON YOUR MONTHLY BILLING STATEMENT. YOU SHOULD REGULARLY REVIEW INFORMATION POSTED ONLINE IN THE ‘SUPPORT’ AREA OF MTE’S WEBSITE (<https://mtecom.net/support>) TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF SERVICES AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.

This Agreement takes effect once MTE accepts your order for Services and you accept Services from MTE. This Agreement continues until your Services are terminated in accordance with this Agreement. This Agreement governs both the Services and any equipment provided by MTE and used in conjunction with the Services, such as modems, routers, antennas, and gateways, for use with the Services (collectively, the “MTE Equipment”).

1. SERVICES

A. Internet Access Subject to the terms of this Agreement, MTE will provide Internet connections between the MTE Equipment and MTE’s Internet backbone. Internet connections are provided as “up-to” the speeds advertised within the Services plan you purchased and reflect performance under ideal conditions. MTE reserves the right to interrupt those speeds if necessary for MTE Equipment upgrades and network maintenance, and will do its best to inform you of any such interruptions ahead of time. MTE may, in its sole discretion, engage subcontractors in rendering Services under this Agreement.

B. Electronic Mail. MTE will also provide and maintain a number of e-mail accounts for you as specified in the chosen Services plan.

C. Telephone Services. If you subscribe for telephone Services, MTE will provide telephone Services, and you must use the telephone Services in accordance with state and federal laws and regulations regarding telephone service.

2. SERVICE CHARACTERISTICS

A. Services Availability. The Services are subject to availability as it is contingent on available MTE facilities and unique signal path conditions between those facilities and your premises. Due to the nature of the Services technology, MTE may deem the Services unavailable to you up to, including, and after the installation. MTE assumes no liability whatsoever for any claims, damages, losses, or expenses arising out of or otherwise relating to the unavailability of the Services in your geographical area, for any reason, even where such unavailability occurs after installation of the Services.

B. Services Plans. MTE offers a range of Services plans with different speeds and data usage. Services plans are subject to availability and may include other promotional terms and conditions including a minimum service term commitment (“Services Term”). A Services Term begins on the date that the MTE installs and activates the Services. If you sign up for a Services plan that includes special or promotional offers, those offers may only be in effect for the initial Services Term of the plan. If you change or upgrade your Services plan, any special or other promotions may be subject to discontinuance or removal.

C. Performance Levels. Speed is a function of the traffic experienced upon the wider network architecture of the Internet itself. MTE Services are provided as “up-to” speeds and MTE does not guarantee the maximum Services performance (throughput speeds) levels. MTE will make every reasonable effort to ensure that you receive the speeds under the Services plan you signed up for throughout most of your daily use and reflecting performance under ideal conditions. MTE is not responsible for speeds from points anywhere else on the internet and you understand that content that you may access through the Services may be subject to “caching” or several other factors that are beyond MTE’s control.

D. Network Management. You understand, acknowledge, and agree that MTE may use various tools and techniques in order to efficiently and reasonably manage its networks as provided under state and federal law. Consistent with those laws, MTE may employ traffic-management technology to allocate bandwidth across all of its customers and has the right at all times and without notice to remove, restrict access to or make unavailable any information or content residing on MTE’s servers.

E. IP Addresses. Unless otherwise specified, MTE dynamically assigns an IP address to a gateway device in your home, such as a network adapter or home router. This IP address allows devices on your home network to reach the Internet. This IP address may change over time, and it may not be a publicly routable IP address. If you require a statically assigned IP address that is routable from the Internet, please MTE’s customer service personnel. If available, MTE will assign one or more static IP addresses for an additional monthly fee. If your static IP address needs to change, MTE will coordinate the timing of the change with you.

3. FEES, PAYMENT AND BILLING

A. Fees. Fees include set up or installation fees, monthly Services fees, monthly MTE Equipment fees, and other fees as set forth below. MTE will invoice fees for Services and any MTE Equipment in advance. You agree to pay all federal, state, or local taxes arising under this Agreement. If, during the first 30 days of service, you have service or quality issues with the Telephone Services or Internet Services that MTE is not able to fix, the you may cancel the Services and MTE will refund all monies paid (including installation cost).

B. Additional Fees. All MTE Services are subject to additional fees, including overage charges, unreturned MTE Equipment fees, early termination fees, upgrade fees, Directory Assistance (411) calls, insufficient funds fees, late fees, and reconnect fees as set forth in the Additional Fees and Payment Terms Disclosure Statement as it may be updated from time to time (the "Additional Fee Statement"). You can access the most current version of the Additional Fee Statement at https://mtecom.net/additional_services.

C. Credit Inquiries and Security Deposit. YOU AUTHORIZE MTE TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT HISTORY AND TO ENTER THIS INFORMATION IN YOUR FILE. Any risk assessments conducted by MTE or its third-party credit bureau will be done in conformance with the requirements of all applicable state or federal laws. If during our Services relationship MTE questions your willingness to pay your bills in a timely way, MTE might require additional measures to ensure payment (such as requiring prior payments or additional security). If you refuse to follow these required measures, MTE may terminate your Services and assess any applicable termination charge. If you are delinquent in any payment to MTE, you also authorize MTE to report any late payment or nonpayment to credit reporting agencies.

D. Payment Method and Timing. Accounts may be paid by electronic bank draft, money order, check, or credit card. Your MTE account will be considered delinquent if payment is rejected for any reason or if any unpaid balance remains on the account. Payment terms including due date and late payment policy are as set forth in the Additional Fee Statement. Payment is in advance of Services delivery for that month.

E. Late Fees and Services Interruption or Disconnection. MTE may charge you late fees and other applicable fees to recover the costs of dealing with late payment situations. These fees are in addition to all other fees. Additionally, MTE may interrupt or disconnect your Services for non-payment and will charge you a reconnect fee to resume Services. A bill not paid in full by the payment due date is subject to a late fee, as set forth in the Additional Fee Statement. When MTE determines that MTE Equipment is to be retrieved from you, MTE will call you to inform them that MTE Equipment will be removed and retrieved. In all cases, if you want to resume or reconnect Services, your account must be brought current, including any reconnect fees.

F. Billing Disputes and Errors. Subject to applicable law, you may dispute any invoiced charge by contacting MTE within 120 days of the date of the disputed invoice. All

invoiced charges will be deemed correct and indisputable 120 days after the date of the invoice on which they appear and you waive the right to dispute any charge after that period. MTE's obligation with respect to any billing errors resulting in your overpayment for Services is limited to granting invoice credits equal to the dollar amounts erroneously billed, subject to the above limitation.

G. Fee Changes. You acknowledge and agree that MTE may change its Services fees, additional fees, or add new fees at any time, upon notice to you.

H. Your Charges. You acknowledge that you may incur user-initiated charges while using the Services. For example, you may incur charges because you access certain information, or purchase or subscribe to certain offerings, via the Internet. You are solely responsible for, and shall pay, all such charges, including all applicable fees and taxes.

4. INSTALLATION AND ACCESS TO YOUR PREMISES

MTE will provide installation services at your premises at an agreed-upon price. As part of the installation process, modifications to the inside wiring in your house may be required, and you consent to and authorize any such modifications. You authorize MTE, and its employees, agents, contractors, and authorized representatives to enter your premises in order to install, maintain, inspect, repair, and remove the MTE Equipment and Services. If you are not the owner of the premises, upon request, you will supply MTE with the owner's name and address and written consent or other evidence that you are authorized to grant access to the premises on the owner's behalf or MTE may request permission from the owner to install the Services on the premises. This Agreement is contingent upon MTE's obtaining a right of entry onto the premises and MTE shall not have any liability if access or right of entry to the premises is denied or limited for any reason. You will not remove MTE Equipment from the premises, modify the MTE Equipment in any way, or connect the MTE Equipment to any outlet other than the outlet to which the MTE Equipment was initially connected to by the MTE installer. For such charges as MTE may determine, MTE may relocate the MTE Equipment for you within the premises at your request.

You acknowledge that MTE may use existing wiring, including altering the wiring and removing accessories, located within your premises ("Inside Wiring"). You warrant that you own or control the Inside Wiring, and give MTE permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this Agreement, you agree to indemnify MTE from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

5. ACCEPTABLE USE

As a condition of use of the Services, you warrant to MTE that you will use the Services in accordance with MTE's Internet Acceptable Use Policy as it may be updated from time to time. A copy of the most current Acceptable Use Policy is available at <https://mtecom.net/acceptable-use>.

The U.S. Government regulates the transfer of technology across national boundaries, including by electronic transmission. You agree not to export, import or re-export, (including by way of electronic transmission) any technology transmitted through MTE Services without first obtaining any required export license or governmental approval. You agree you will not directly or indirectly export or re-export such technology to any of those countries listed from time-to-time in supplements to Part 770 to Title 15 of the Code of Federal Regulations in Country Groups Q, S, W, Y, or Z. The parties acknowledge that the foregoing lists are subject to regulatory change from time to time.

MTE will cooperate fully with legal authorities in the investigation of suspected crimes or service abuses. You shall indemnify and hold harmless MTE, its agents and representatives, from any claims, costs, losses, damages, liabilities, and expenses, including reasonable attorneys' fees for any reason whatsoever, including any harm, injury, loss, or damage incurred by MTE, or any other party, arising out of your breach of either this lawful use provision or MTE's Acceptable Use Policy.

6. COPYRIGHT, TRADEMARK, UNAUTHORIZED USAGE

All of MTE's websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") are and will at all times remain the exclusive property of MTE. Nothing in this Agreement grants you the right or license to use any MTE marks.

The Services, any MTE Equipment, and any firmware or software used to provide the Services or provided to the you in conjunction with providing the Services, or embedded in the MTE Equipment (collectively, the "Software"), and all Services, information, documents, and materials on MTE websites are protected by trademark, copyright, or other intellectual property laws and international treaty provisions, either held by MTE or third parties.

MTE, or its applicable third-party licensors, grants you a personal, non-exclusive right and license to use the object code of any Software provided to you in conjunction with the Services on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by MTE for use in accessing the Service.

MTE, or applicable third-party licensors may provide Software upgrades, updates, or supplements (such as adding or removing features or updating security components). You understand, whether the equipment is owned by you or MTE, that MTE, or the applicable third-party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

Export Limits. None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including anyone who is not a citizen, national, or lawful permanent resident of the United States.

7. SECURITY

You can best control the risks associated with security, and are therefore solely responsible for maintaining and upholding the account security of your Services. MTE is not responsible for any disruption of Services, corrupted files, or viruses that affect you. It is your responsibility to safeguard your network and equipment through appropriate means (*e.g.*, using commercially available software) from theft, unauthorized use, or system corruption. Any detriment caused to the network because of your failure to properly secure your network and devices may result in the immediate termination of your Services. You are entirely responsible for any actions, damages, or costs incurred via your account, regardless of who is using that account.

8. EQUIPMENT

A. MTE Equipment. Any MTE Equipment will be either a new or a fully inspected and tested refurbished unit. MTE will repair or replace damaged MTE Equipment as MTE deems necessary and may charge you a fee for repair or replacement of the equipment. You understand that repair or replacement of equipment may delete stored content, reset personal settings, or otherwise alter the functionality of that equipment. You will be responsible for payment of service charges for visits by MTE or its subcontractors to your premises when a service request results from causes not attributable to MTE or its subcontractors, including when you are unwilling to complete troubleshooting steps requested by MTE. If you own the equipment or if the equipment is damaged due to your intentional acts or negligence as determined by MTE, you will be responsible for the price of repair or replacement. If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by MTE, you will be responsible for the price of repair or replacement. Any tampering with the MTE Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use, and not for any other purpose (such as on another MTE network, or on another provider's (non-MTE) network). You agree to use appropriate and reasonable care in using any and all Equipment. Tampering with the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence.

B. Your Equipment. Other than the MTE Equipment, you must provide all equipment, devices, and software necessary to receive the Services. Any equipment or

software that was not provided to you by MTE, including batteries, is not MTE's responsibility and MTE will not provide support for, and is not responsible for ongoing maintenance of that equipment. In addition, MTE is not responsible for connection issues related to any equipment that is not MTE Equipment.

9. CANCELLATION / TERMINATION / CHANGE IN SERVICE

If you choose to cancel the Services at any point after you place an order, but before MTE activates the Services, you will not be invoiced and will not be charged a processing fee. If you wish to cancel the Services before MTE activates the Services, you must notify MTE of your intent to cancel before activation by calling MTE customer service at 800-462-4523.

You may terminate the Services at any time upon notice to MTE. Termination is effective on the date you contact MTE to cancel the Services or as of a future date designated by you or MTE, provided MTE can support that future date. HOWEVER, PAID CHARGES ARE NOT SUBJECT TO REFUND SO IF YOU CANCEL SERVICE BEFORE THE END OF A BILLING CYCLE, THERE WILL BE NO PRO-RATED REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH PERIODS REMAINING AFTER THE TERMINATION DATE.

Termination of the Services does not affect your obligations under this Agreement, including your obligation to pay all fees for Services rendered before termination and any termination, processing, and administration fees incurred because of such termination. MTE accounts must be paid in full before a cancellation will be considered complete.

10. TERMINATION AND SUSPENSION BY MTE

Your inappropriate use or abuse of the Services, as determined by MTE in its sole discretion, may result in account suspension, termination, and legal action. Inappropriate use or abuse of the Services by others can be traced, documented, and reported to appropriate authorities and may be prosecuted to the fullest extent of the law.

MTE may terminate your account immediately if it determines, in its sole discretion, that you have violated any of the provisions of this Agreement, including MTE's Acceptable Use Policy. MTE reserves the right to unilaterally terminate or suspend an account at any time, without providing a reason.

Further, MTE may terminate your Services for any reason by providing written notice to you at least 30 days before the termination date.

If MTE terminates your Services for any reason, you will remain fully liable and responsible to pay any fees owed to MTE under this Agreement and for all costs MTE incurs to collect such amounts, including collection costs and attorney's fees.

11. MOVING AND RECONNECTION

If you move during the term of this Agreement and would like to relocate the Services, you must place a relocation request with MTE. This request must contain the requested date of Services termination, along with the address of the new location, and, the prospective move-in date, and the requested transfer of Services date. Upon receipt of a request from you, MTE will suspend all monthly fees from the requested termination date until Services relocation is completed. The maximum suspension is set forth in the Additional Fee Statement. Upon transfer of your account, you agree to continue to comply with all terms and conditions of this Agreement and the original Services plan. Billing cycle and Services Term will recommence upon activation of MTE Services at the new location.

If MTE is unable to provide Services to the your new location, this Agreement will terminate and you will not be subject to any Early Termination Fees, provided that (i) an MTE technician confirms and verifies that MTE is not able to provide service to the new address or (ii) you provide proof and MTE confirms that the new location is outside of MTE's service area (*e.g.*, copy of utility bill at new address).

If MTE has not received sufficient information from you to process the relocation order 30 days after Services termination date, then MTE will consider this Agreement terminated by you, and any applicable Early Termination Fees will apply.

12. PRIVACY

MTE takes your personally identifiable information and privacy seriously and has established a Privacy Policy that governs MTE's collection, use, disclosure, and management of, and security related to your personal information. The MTE Privacy Policy, as updated from time to time, is available at <https://mtecom.net/privacy>. By using the Services, you acknowledge that you accept the practices and policies outlined in MTE's Privacy Policy. Your continued use of the Services after MTE notifies you of any changes to the Privacy Policy indicates your acceptance of those changes.

13. YOUR OBLIGATIONS

You are solely responsible for independent backup of any data files residing on MTE computers or networks. MTE reserves the right to remove or delete any personal files after an account is terminated or associated with prohibited activities.

You must notify MTE immediately, in writing or by calling MTE customer support line, if any Device is stolen or if you become aware at any time that your Services are being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When you call or write, you must provide an account number and a detailed description of the circumstances of the Device theft, fraudulent use, or unauthorized use of Services. Failure to do so in a timely manner may result in the termination of your Services and additional charges. Until MTE receives notice of the theft, fraudulent use, or unauthorized use, you will be liable for all use of

the Services using a Device stolen from you and any stolen, fraudulent, or unauthorized use of the Services.

You are solely liable for any liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Services or Device. You must at all times use the Services and content in compliance with all applicable laws, regulations, and written and electronic instructions for use. MTE reserves the right to terminate or suspend your Services and remove any content from the Services, if MTE determines, in its sole discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with MTE's ability to provide Services to you or others. MTE action or inaction under this Section will not constitute any review or approval of your use or content.

You have been advised and acknowledge that the Internet may contain information, materials, and language that may be deemed adult in nature and inappropriate or offensive. You are responsible for all information received, transmitted, or stored by you and you release MTE from any claims, losses, or expenses relating to such information, materials, and language.

14. LIMITED WARRANTY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES AND SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. MTE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.

MTE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATION, (V) ANY ERRORS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED AND (VI) THE SERVICES AND SOFTWARE ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OF HARMFUL COMPONENTS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MTE OR THROUGH OR FROM THE SERVICE OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

15. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER MTE NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF MTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES, THE EQUIPMENT, OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICES OR SOFTWARE; OR (f) ANY OTHER MATTER RELATING TO THE SERVICES OR SOFTWARE.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 14 AND 15 MAY NOT APPLY TO YOU.

16. INDEMNITY

You shall indemnify and hold MTE, and its subsidiaries, affiliates, officers, agents, co-branders, licensors, or other partners and employees harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, or otherwise make available through the Services, your use of the Services, your connection to the Services, your violation of this Agreement, your violation of the Acceptable Use Policy, or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Services using your account, and that this Agreement, the Acceptable Use Policy, and Privacy Policies, as amended from time to time, apply to any and all usage of your account. You agree to abide by these terms and you agree to Indemnify, defend, and hold MTE harmless from and against any claims stemming from usage of your account, regardless of whether such usage is expressly authorized by you.

17. MISCELLANEOUS

A. Relationship. Your relationship with MTE is in all respects that of an independent contractor. You are not an agent of MTE, and you have no authority to obligate MTE by contract or otherwise.

B. Third Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

C. Survival. The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement will survive such termination or expiration.

D. Transferability and Assignment. You may not sell, transfer, or assign this Agreement. Your account and right to use the Services and system are not transferable without MTE's prior written consent. You must protect your password and account and keep them secure from unauthorized users and use, and you are solely responsible for the protection and security of your password and account information.

E. Notices. Notifications of either party to this Agreement will be effective upon receipt, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by email, or a nationally recognized overnight delivery service, to MTE at 2205 Keithley Creek Road, Midvale, Idaho 83645, and to you at your address on file with MTE, or to either party at such other address provided for such purposes.

F. Choice of Law; Jurisdiction; Venue. The parties intend for this Agreement to be governed by Idaho law, without regard for that state's choice of law jurisprudence. The exclusive jurisdiction for any claim or dispute with MTE or relating in any way to your account or your use of the Services resides in the state and federal courts located in Boise, Ada County, Idaho. You expressly consent to the exercise of personal jurisdiction in the courts of Idaho in connection with any such dispute. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the substantially prevailing party in such action is entitled to an award of its reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

G. Amendment; Waiver. MTE may modify this Agreement from time to time, and your continued use of the Services following notice of such modification will be your acceptance of such modification. If you do not agree to any modification of this Agreement, you must immediately stop using the Services and notify MTE of your desire to cancel the Services. Any waiver, modification, or variation of any term or condition of this Agreement will only be effective if in writing and signed by an authorized officer of MTE.

H. Information. You acknowledge that MTE and its affiliates may retain and use any information, comments, or ideas conveyed by you relating to the Services (including any products and services made available on the Services). MTE may use this information to provide you with better service. MTE may open and maintain a Customer file.

I. Interpretation. Headings in this Agreement are for convenience only and will not affect its meaning. Every covenant, term, and provisions of this Agreement must be construed

simply according to its fair meaning and not strictly for or against any party. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation;” (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. This Agreement must be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

J. Entire Agreement. This Agreement, including the Services Quote and any other documents and MTE policies referenced in this Agreement, constitutes the entire agreement between MTE and you pertaining to its subject matter. MTE’s failure to insist upon or enforce strict performance of any provision of this Agreement is not a waiver of any provision or right. This Agreement supersedes all other written and oral communications or agreements with regard to the subject matter.

K. Severability. If a court of competent jurisdiction determines as a part of a final non-appealed judgment that any provision of this Agreement (or any part of a provision) is void, invalid, illegal, or otherwise unenforceable, that provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

18. ACCEPTANCE

You represent and warrant to MTE that you are of lawful age to enter into this Agreement and that (i) you have the full right, power, and authority to enter into this Agreement and to perform the acts required of you under it; and (ii) the acceptance of this Agreement by you, and the performance by you of your obligations and duties under this Agreement, do not and will not violate any agreement to which you are a party or by which you are otherwise bound.

By providing MTE with your telephone number, cell phone number(s), or email address, you consent for MTE, or any of MTE’s agents (including collection agents), to contact you at these numbers or email address, or any other phone number or email address that is later acquired for you, and, to leave live or pre-recorded messages, text messages, or emails to the extent that they are necessary to enforce any part of this Agreement. For greater efficiency, calls may be delivered by an auto-dialer.

BY USING AND ACCEPTING SERVICES FROM MTE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ASSOCIATED DOCUMENTS, THE SAME AS IF YOU HAD PHYSICALLY SIGNED THIS AGREEMENT.