



SCHEDULE F END USER LICENSE AGREEMENT FOR EMAIL SERVICES

NOTICE:

THIS IS A CONTRACT. By using the HTC Email Services you are agreeing to all the entire agreement. BY ACCEPTING THIS AGREEMENT YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT, AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE.

END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") is by and between you, and Horry Telephone Cooperative, Inc. (HTC), a [Horry County, SC, USA] [corporation] ("Service Provider"). In consideration of the mutual promises set forth herein, you and Service Provider, intending to be legally bound, hereby agree as follows:

- 1. Service.** Service Provider provides its email services (the "Service") to you subject to the terms and conditions set forth in this Agreement.
- 2. Grant of License.** Subject to the terms and conditions of this Agreement, Service Provider hereby grants to you a nonexclusive, non-transferable, limited license to use Service Provider's Email Service software in object code form only (the "Software"). The Software is being licensed not sold. It is understood that this Agreement shall exclusively govern the terms and conditions of the foregoing license grant, and your use of the Software. You hereby agree you will not (and will not permit anyone else to) copy, modify, rent, loan, distribute, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code, sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the Software, and you shall not exploit the Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.
- 3. Use.** The Service is only available to individuals who are [18] years of age or older. To use the Service, you cannot be a person barred from receiving the Service under any applicable laws. By accepting this Agreement, you represent that you understand and agree to this. Use of the Service requires compatible devices, Internet access, and certain software; may require periodic updates; and may be affected by the performance of these factors. You acknowledge that Service Provider may issue upgraded or modified versions of the Software from time to time, and may automatically electronically upgrade or modify the version of the Software that you are using on your computer. You consent to such automatic upgrading or modification, and agree that this Agreement (as amended from time to time) will govern all such versions.
- 4. Account Data; Privacy.** You agree (a) to provide true, accurate, and complete information about yourself as prompted by the account registration form ("Account Data"), and (b) to promptly update the Account Data to keep it true, accurate, current, and complete. Account Data and certain other information about you is subject to Service Provider's Privacy Policy, which can be viewed at www.HTCconnect.com and/or www.HTCinc.net/policy-guidelines.

5. Content. You are responsible for all information, text, data, music, sound, photographs, graphics, video, messages, and other materials (collectively, "Content") uploaded, downloaded, emailed, transmitted, stored or otherwise made available through your use of the Service or use of the Service by others through your account. As between you and Service Provider, you (and not Service Provider) are solely responsible for any Content stored, transmitted, or otherwise made available through your account. You understand that by using the Service you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. Service Provider does not control the Content made available through the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

6. Your Conduct. You agree that you will NOT use the Service (nor will you permit anyone else to use the Service) to:

- upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- stalk, harass, or threaten another;
- request or collect personal or other information from a minor who is not personally known to you or otherwise use the Service to harm a minor in any way; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
- send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters;
- forge any header or otherwise manipulate identifiers in order to mislead recipients as to the origin of any Content transmitted through the Service;
- send, transmit, store, or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;
- interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service;
- take any action that imposes an unreasonable or disproportionately large load on the Service Provider or its suppliers;
- plan or engage in any illegal activity; and/or
- gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

7. Termination. Termination by You. You may terminate your account and/or stop using the Service at any time. To terminate your account contact Service Provider at 843-365-2154. Any fees paid by you prior to your termination are nonrefundable(except as expressly permitted otherwise by this Agreement), including any fees paid in advance for the billing year during which you terminate. Termination of your account shall not relieve you of any obligation to pay any accrued fees or charges.

Superseding Terms. Service Provider may terminate this Agreement by offering you a superseding agreement for Service or any replacement or modified version of or upgrade or new release of the Software, and your continued use of the Software or such replacement, modified or upgraded version or new release, constitutes your acceptance of such superseding agreement pursuant to Section 28 of this Agreement.

8. Termination or Suspension by Service Provider. Service Provider may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Service. Cause for such termination shall include:

- (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service;
- (b) a request by you to cancel or terminate your account;
- (c) a request and/or order from law enforcement, a judicial body, or other government agency;
- (d) where provision of the Service to you is or may become unlawful;
- (e) unexpected technical or security issues or problems;
- (f) your participation in fraudulent or illegal activities; or
- (g) failure to pay any fees owed by you in relation to the Service.

Any such termination or suspension shall be made by Service Provider in its sole discretion and Service Provider will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Service. In addition, Service Provider reserves the right to modify or terminate the Service (or any part thereof), for any other reason in its sole discretion either temporarily or permanently. Service Provider will post on our website and/or will send an email to the primary address associated with your account to provide notice of any material changes to the Service. It is your responsibility to check for any such notices. You agree that Service Provider shall not be liable to you or any third party for any modification or cessation of the Service. If you have paid to use the Service and we terminate it or materially downgrade its functionality, we will provide you with a pro rata refund of any pre-payment.

Effects of Termination. Upon termination of your account you will lose all access to the Service and any portions thereof, including, but not limited to, your Content. In addition, after a period of time, Service Provider will delete information and data stored in or as a part of your account(s).

9. Payment; Automatic Renewal Payments. In exchange for the Service, you shall pay Service Provider the subscription fees specified at the time of purchase. Thereafter, for each successive subscription term, at the time of renewal, your credit card or account, as the case may be, will be charged our then-current subscription fees; provided that if the fees for renewal have increased, Service Provider will notify you at least fourteen (14) days prior to renewal so that you have an opportunity to elect not to renew.

10. Ownership. You acknowledge that the Service and Software are and shall remain the sole and exclusive property of Service Provider, and that Service Provider shall own all right, title and interest therein, together with all trademark, trade secret, copyright, and other intellectual property rights therein, foreign and domestic. You further agree that the Service and Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

11. Disclaimer of Warranty. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SERVICE PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, SERVICE PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (d) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED. SERVICE PROVIDER DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND SERVICE PROVIDER DISCLAIMS ANY LIABILITY RELATING THERETO.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER, OR FOR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

12. Limitation of Liability. SERVICE PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY SERVICE PROVIDERS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, UNDER ANY THEORY OF LIABILITY, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, AND INCLUDING THE COST OF PROCURING SUBSTITUTE GOODS, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY SERVICE PROVIDERS, PARTNERS AND LICENSORS ARISING OUT OF YOUR USE OF THE SERVICE OR OTHERWISE UNDER THIS AGREEMENT FOR ANY DAMAGES, UNDER ANY THEORY OF LIABILITY, EXCEED ONE MONTH'S SUBSCRIPTION FEE FOR THE SERVICE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. Indemnification. You shall indemnify, defend and hold harmless Service Provider and its subsidiaries and affiliates, and their respective members, officers, employees and agents, for any and all loss, liability, or damages (including court costs and reasonable attorney's fees), arising out of or incurred in connection with (a) a breach by you of any term or condition of this Agreement, (b) any Content you submit, post, transmit, or otherwise make available through the Service; (c) your use of the Service; or (d) your violation of any rights of another.

14. Export Laws. You agree that the Service and Software may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations of the United States (the "Acts"). You agree and certify that the Service and Software are not being used and will not be used for any purpose prohibited by the Acts. You may not access, download, store, load, install, execute, display, copy, export, or re-export the Service or Software (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 United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By accessing, downloading, storing, loading, installing, executing, displaying, or copying the Service or Software, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. You acknowledge that it is your sole responsibility to comply with any and all government export and other applicable laws and that Service Provider has no further responsibility for such after the initial license to you. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

15. Monitoring the Service. Service Provider has no obligation to monitor the Service, but may do so itself, and/or through its third party service providers

- (a) to comply with laws, regulations, or governmental or legal requests;
- (b) to protect the overall integrity of the Service;
- (c) to operate the technical aspects of the Service in a proper, effective, and reasonable manner;
- (d) to protect the rights, property or safety of Service Provider, its users, a third party, or the public; and
- (e) to enforce or prevent breaches of this Agreement. You acknowledge and agree that Service Provider and its third party service providers may, without liability to you, access, use, preserve and/or disclose your mailbox and account information and Content for any of the foregoing reasons.

16. Survival. Unless expressly terminated pursuant to the terms of this Agreement, Sections 10, 11, 12, and 13 hereof, and any other provisions that by their nature survive termination of this Agreement, shall survive termination of the Agreement.

17. Independent Contractor Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or agency relationship of any kind. You have no authority under this Agreement to assume or create any obligations on behalf of Service Provider or in the name of Service Provider or to bind Service Provider to any contract, agreement or undertaking with any third party.

18. Notices. Any notice required or permitted to be given hereunder by either party shall be delivered in writing (if notice is sent to Service Provider) or by email or in writing (if notice is sent to you). Written notice to Service Provider shall be delivered to:

HTC
Customer Service Internet
P.O. Box 1820
Conway, SC 29528-1820

19. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of New York without regard to conflict of law rules and the federal laws of the United States. Notwithstanding the foregoing, this Agreement shall not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Act (“UCITA”) or any other act derived from or related to UCITA, even if such law is adopted in New York. Furthermore, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

20. Enforceability. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided the surviving Agreement materially comports with the parties’ original intent.

21. Time to Bring a Cause of Action. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by you more than one (1) year after the cause of action has occurred, or was discovered to have occurred.

22. Waiver. Waiver or forbearance by Service Provider to claim a breach of any provision of this Agreement or exercise any right or remedy provided by this Agreement or applicable law, shall not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

23. Assignment. You may not assign this Agreement without the prior written consent of Service Provider, not to be unreasonably withheld. Any attempted assignment in violation of the foregoing shall be null and void. Service Provider shall be free to assign its rights and obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

24. Entire Agreement. This Agreement represents the complete and entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, regarding this subject matter.

25. Headings. The headings in this Agreement are for convenience only and shall not affect in any way the meaning of the provisions to which they refer.

26. Jurisdiction. The parties agree that any legal proceedings as between the parties with respect to the subject matter hereof, shall take place in a court with jurisdiction located in Erie County, New York, and the parties irrevocably consent to the personal jurisdiction and venue of such court.

27. Litigation. In the event of litigation, the losing party shall pay the winning party's costs to enforce its rights hereunder, including, but not limited to court costs and reasonable attorneys' fees.

28. Changes. Service Provider reserves the right, at any time Changes. Service Provider reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to herein as "Additional Terms") will be effective immediately when posted at HTCConnect.com and/or HTCinc.net Policy Guidelines. Your continued use of the Service after such posting will be deemed to constitute your acceptance of any and all such Additional Terms. You agree to review such web address from time to time to be aware of any such modifications. If you do not agree with any such modification, your sole remedy is to terminate this Agreement in accordance with Section 7 hereof. All Additional Terms are hereby incorporated into this Agreement by this reference.