

WEBSITE HOSTING AGREEMENT

THIS WEBSITE HOSTING AGREEMENT made and entered into this _____ day of _____, 2024, by and between **BLEDSOE TELEPHONE COOPERATIVE CORPORATION** (hereinafter "BTC") and _____ (hereinafter "Client").

WHEREAS, BTC has the network capability to provide services for website hosting via BTC's broadband internet network; and

WHEREAS, Client desires to access BTC's website hosting services in a manner consistent with local, state and federal regulations and laws, with the policies of BTC, and this Website Hosting Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises heretofore stated and the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. BTC hereby agrees to provide website hosting services to Client so as to enable Client to make use of the website hosting services offered by and available from BTC.
2. Client hereby acknowledges that Client possesses the degree of knowledge and skill necessary to conduct meetings by Client and/or meetings among a coalition of third parties as required by Client.
3. Client shall provide Client content to BTC, which shall be in a correct format as specified by BTC after consultation with Client. Client's content shall be properly adapted and translated by Client for posting to the host server so that website may be

accessed via the internet. Client is solely responsible for all updates or modifications to the Client's content throughout the term of this Agreement.

4. Client shall use BTC's website hosting services in a manner consistent with all local, state and federal regulations and laws and BTC's policies. BTC reserves the right to deny Client access to its website hosting services and the right to suspend or cancel the Client's access to any or all services provided by BTC, when BTC determines that Client's account has been improperly used.

5. Client shall not display or promote nor associate in any way with Client's account the website hosting services of BTC.

6. Client shall be prohibited from conducting or promoting the following activities during the use of BTC's website hosting services:

- (a) The transmission, storage, use or presentation of any information, data or material in violation of any local, state or federal regulations and law;
- (b) The transmission, storage, use or presentation of any information, data or material in violation of the policies of BTC;
- (c) The transmission, storage, use or presentation of Copyrighted materials without permission;
- (d) The transmission, storage, use or presentation of materials or activities judged by BTC to be threatening, obscene, disparaging or hate related, with BTC to be the sole arbiter of whether such materials and information constitute a violation of this provision;
- (e) The transmission, storage, use or presentation of materials protected by trade secret or other laws or regulations;
- (f) The transmission, storage, use or presentation of pornography, nudity, erotica and sex related content or merchandising or links to other adult

content websites, with BTC to be the sole arbiter of whether such materials and information constitute a violation of this provision;

- (g) The transmission, storage, use or presentation of content which promotes any illegal or prohibited activities;
- (h) The transmission, storage, use or presentation of content that may be damaging to BTC's servers or any other server on the internet;
- (i) The transmission, storage, use or presentation of pirated software, bulk email (spam) software or services, bulk email, or newsgroup post (spam) which references and/or is traceable to BTC or any customer or client of BTC;
- (j) The transmission, storage, use or presentation of illegally distributed MP3 Media;
- (k) The transmission of harassing materials which interfere with any person's, group's or organization's use and enjoyment of the internet;
- (l) The use or attempted use of an internet account or computer without an owner's authorization, including internet scamming, password robbery, security scanning, hacking and the like.

7. Client agrees that BTC's website cannot be used as offsite storage for electronic files nor as a download center, nor for running scripts from Client's domain or other domains.

8. All content stored by the Client shall at all times remain the property of the Client. Client grants to BTC non-exclusive, world-wide licenses to the content, only to the extent necessary for BTC to host the website.

9. All Client's billing accounts and obligations to BTC shall be established on a prepaid basis, including setup fees which may be charged for new accounts and major changes to existing accounts. All pricing shall be guaranteed for the term of the prepayment. BTC reserves the right to change prices other than during a prepayment term

at any time. Any accounts not paid within seven (7) days of notice are subject to suspension. Client shall be responsible for all amounts due from the time the website hosting service is established to the time this Agreement is terminated or Client notifies BTC in writing of a request for termination of services.

10. BTC may terminate this Agreement for cause at any time without penalty, which causes may include, but are not limited to, violations of local, state, federal or foreign regulations or laws, non-payment of fees due, or the violation of this Agreement. Either BTC or Client may terminate this Agreement upon thirty (30) days written notice to the other without cause.

11. Client agrees that BTC shall not be liable for any suspension or loss of services, interruption of business, access delays, access interruption, losses or liabilities resulting from acts of God, data non-delivery, mis-delivery, destruction or other modification of data, events beyond the control of BTC, or losses or liabilities resulting from the unauthorized use or misuse of BTC's account identifier or password.

12. Client agrees to release, indemnify and hold BTC and BTC's service providers, contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees and court costs, from third party claims relating to the use of BTC's services or arising under this Agreement.

13. Should any part of this Agreement be deemed invalid or unenforceable, such invalid and unenforceable parts shall not effect the validity and enforceability of the remaining portions. This Agreement shall be construed in accordance with the substantive laws of the State of Tennessee. This Agreement may not be modified except in a written

document, executed by the parties to this Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and representations, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Website Hosting Agreement, on this, the day and date first above written.

BLEDSON TELEPHONE COOPERATIVE CORPORATION

By: _____
CHARLIE BORING, General Manager

CLIENT

By: _____
Name Title

STATE OF TENNESSEE *

COUNTY OF BLEDSOE *

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Charlie Boring**, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he is the General Manager of the **BLEDSOE TELEPHONE COOPERATIVE CORPORATION**, the maker herein, or a constituent of the maker and is authorized by the maker, or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and official seal at Pikeville, Tennessee, this _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____ *

COUNTY OF _____ *

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he is the _____ of _____, the maker herein, or a constituent of the maker and is authorized by the maker, or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and official seal at _____, _____,
this _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____