

## CenturyTel Web Site User Agreement

By using this Web site, you acknowledge and agree with CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company (the "Company") to be bound by the following terms and conditions governing your use of the Web site:

1. **Customer Information.** You agree to provide information which is: (i) accurate and not misleading and (ii) free of damaging content, including, without limitation, viruses, bugs, "Trojan Horses", worms, time bombs, cancelbots or other computer programs that have the purpose or effect of disabling, overburdening, damaging, interfering, altering, intercepting, expropriating or otherwise impacting or affecting the Web site or computer systems or other users of the Web site. Should you provide the Company by electronic mail or otherwise with information including feedback data, such as questions, comments, suggestions, such information shall be deemed to be non-confidential and the Company shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation to the extent permitted by state and federal law. The Company shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing and marketing services incorporating such information.
2. **Technical Difficulties.** While the Company endeavors to ensure uninterrupted service, there may be times when, for whatever reason, electronic communication to or from the Company, or access or use of this Web site is delayed, impaired or impossible (collectively, "Technical Difficulties"). Should you experience any Technical Difficulties promptly contact the Company using the contact information provided below. In no event shall the Company be liable to you for any loss of information, blockages or delays affecting data, information, notifications, purchases, deliveries or any other aspect of the Web site due to Technical Difficulties.
3. **Waiver of Warranty.** Neither the Company nor its affiliated, related or subsidiary companies, nor any of their respective owners, directors, officers, employees, agents, contractors or suppliers, makes any representations or warranties regarding the availability, suitability, reliability, merchantability, non-infringement, capability, usefulness or fitness for any general or particular purpose of the Web Site, or regarding the characteristics of services provided by or through the Web Site, or regarding the timeliness, accuracy or usefulness of information obtained from or through the Web Site. The Web Site is provided to you "As Is, Where Is", without any warranty of any kind, express or implied.
4. **Risk of Loss.** You assume and accept all liability and/or risk associated with use of the Web site. In connection therewith, you will protect, defend, hold harmless and indemnify the Company and its owners, directors, officers, employees, agents, insurers, other customers, contractors, vendors, suppliers and invitees, and those of its subsidiary or affiliated companies, from and against any and all demands, claims, actions, costs, expenses (including, without limitation, legal costs and attorney's fees to enforce rights

arising hereunder) and liabilities (individually, "Claim", collectively, "Claims") brought or asserted against the Company by or on behalf of any person or entity whomsoever, which Claims directly or indirectly relate to your use of the Web Site, by whomsoever incurred, regardless of the extent to which, if at all, a Claim may be attributable, in whole or in part, to the breach of contract, negligence, strict liability or other legal fault of the Company, for acts or omissions occurring or conditions existing at any time. The Company shall not be liable to you for any loss of business, opportunity, revenue or profit; loss of reputation or goodwill; cost of money; or for any punitive, special, indirect, incidental or consequential damages of any nature whatsoever arising out of or in connection with your use of the Web site, by whomsoever incurred and regardless of cause, including whether attributable, in whole or in part, to the breach of contract, negligence, strict liability or other legal fault of the Company in connection with the establishment or operation of the Web site.

5. Copyrights and Trademarks. This Web site contains content, names, and graphics which are protected by copyright and trademark laws and are the sole property of the Company or its affiliates. All rights reserved. The use of any protected property without the express written consent of the Company is prohibited. No content from this site may be copied, modified, uploaded, or distributed in any form or manner without our prior written consent. Any unauthorized use of content from this site which may violate copyright or trademark laws could result in criminal or civil penalties.
6. Dispute Resolution. This Agreement, establishment, operation and use of the Web Site and activities related thereto, are governed by and shall be construed in accordance with the laws of the State of Louisiana, excluding any conflicts of laws principles that may call for the application of the laws of any other jurisdiction. By using this Web Site, or by contracting for or accepting services from the Company through this Web Site, you expressly agree, for yourself and for your successors and assigns, to: (i) submission of all disputes arising out of or in connection with this Agreement to litigation, (ii) without a jury, (iii) in a state or federal court located in Monroe, Louisiana, (iv) waive and not assert in any proceeding that you are not bound to litigate as aforesaid, that you are not subject to the jurisdiction of the state or federal courts of Monroe, Louisiana or that Monroe, Louisiana is an improper or inconvenient location or forum in which to litigate and (v) the entry of any settlement or judgment arising from such litigation in a court of competent jurisdiction for the purpose of enforcing such settlement or making such award executory in that jurisdiction. You are responsible for ensuring that your conduct is at all times in compliance with the laws, rules and regulations applicable to business transactions conducted in your particular location or by persons or entities of your citizenship.
7. Waiver. No course of dealing and no delay by either party in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice its rights, powers or remedies.
8. Severability. If any provision of this Agreement is deemed invalid or unenforceable, then the invalid or unenforceable provision shall be stricken and replaced with a valid and

enforceable provision that most closely matches the intent of the original, stricken provision and all other provisions of this Agreement shall be unaffected and remain in full force.

9. Notices. All notices to the Company shall be directed in writing to the attention of General Counsel, LightCore, a CenturyTel Company, 14567 N. Outer Forty Road, Chesterfield, MO 63017.