

APPLICATION END USER LICENSE AGREEMENT

This Application End User License Agreement (“Agreement”) applies to the application (“Application”) provided by Blackfoot Telephone Cooperative, Inc. or one or more of its affiliates or subsidiaries (“Owner”).

1. Acceptance of Terms and Conditions.

By continuing to use the Application, you agree as follows:

- You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Application in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions in this Agreement as it may be amended by Owner from time to time; and
- You understand, accept, and have received this Agreement and its terms and conditions, and acknowledge and demonstrate that you can access this Agreement.
- You understand and accept that the Application will be made available through a third-party application store or other application distribution method and you may be subject to additional terms based on your interaction with such third-party.

If you do not agree with the terms and conditions in this Agreement, you must immediately discontinue all further use of the Application and immediately remove/delete the application from your device.

2. Owner’s License to You

Owner grants you a single, non-exclusive, non-transferable and limited personal license to access and use the Application. This license is conditioned on your continued compliance with the terms and conditions in this Agreement. You may not rent, lease, lend, sell, transfer redistribute, or sublicense the Application and, if you sell or otherwise transfer a device on which the application is installed to a third party, you must remove the Application from such device before doing so. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Application).

3. Your License to Owner

Any communications, information, or material of any kind that you email, post, or otherwise transmit to Owner using the Application, including data, questions, comments, or suggestions (your “Communications”) will become the property of Owner. You hereby grant a license to Owner to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, but not limited to, developing and marketing products using such information.

You agree that Owner may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Application.

4. Electronic Signatures

You agree to be bound by any affirmation, assent, or agreement you transmit to Owner using the Application, including but not limited to any consent you give to receive communications from Owner solely through electronic transmission. You agree that, when in the future you click on an “I agree,” “I consent” or other similarly worded “button” or entry field in the Application, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

5. Carrier Charges

Owner may provide the Application free of charge, but your carrier's data rates may apply to your use of the Application.

6. Use of Owner Services

The following requirements apply to your use of the Application:

- You will not use any electronic communication feature of the Application for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
- You will not use the Application to upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- You will not collect or store personal data about other users of the Application.
- You will not use the Application for any commercial purpose not expressly approved by Owner in writing. You will not use the Application to upload, post, email, or otherwise transmit any advertising or promotional materials, including without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication.
- You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.
- You will not use the Application when you are driving a motor vehicle, even if doing so is legally permitted in your location.

7. Security of Data Transmission and Storage

Electronic communications using the Application may not always be encrypted. You acknowledge that there is a risk that data, including email, electronic communications, and personal data, may be accessed by unauthorized third parties when communicated between you and Owner or between you and any third-party.

Owner and its affiliates, and agents are permitted, but not obligated, to review or retain your Communications. Owner may monitor your Communications to evaluate the quality of service you receive, your compliance with the Agreement, the security of the Application, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Owner or its affiliates or agents monitor your Communications and enforces or fails to enforce the terms of the Agreement. In no event will Owner or any of its affiliates or agents be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of monitoring activities by Owner or its affiliates or agents.

8. External Services and Hyperlinks

The Application may enable access to Owner's and/or third-party services and websites (collectively and individually, "External Services"). Use of the External Services requires Internet access and use of certain External Services requires you to accept additional terms. You understand that by using any of the External Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the External Services at your sole risk and that neither the Owner nor its agents shall have any liability to you for content that may be found to be offensive, indecent, or objectionable.

The Application may contain links to third-party sites. Owner does not control such third-party sites, and Owner and its affiliates and agents make no representations whatsoever concerning the content, accuracy, security or privacy of those sites. The fact that Owner has provided a link to a site is not an endorsement, authorization, sponsorship, or

affiliation with respect to such site, its owners or its providers. There are risks in using any information, software, or products found on the Internet, and Owner cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold Owner or its affiliates or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on third-party sites.

9. Trademarks and Copyrights

The Application is owned by Owner or its affiliates or agents, and is protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to Owner or its affiliates or agents. Nothing contained in the Application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the Application without the written permission of Owner or such third party that may own the trademarks displayed in the Application. Your use of the trademarks displayed in the Application, or any other content in the Application, except as provided herein, is strictly prohibited.

Images displayed through the Application are either the property of, or used with permission by, Owner or its affiliates or agents. You are prohibited from using or authorizing the use of these images unless specifically permitted under the Agreement. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

10. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND OWNER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. OWNER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OWNER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT OWNER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE APPLICATION OR ANY OTHER MATTER RELATING TO THE APPLICATION.

12. Indemnification

You agree to indemnify and hold Owner and its affiliates, agents, employees, and licensors harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person arising out of your violation of this Agreement, state or federal securities laws or regulations, or any other person's rights, including but not limited to infringement of any copyright or violation of any proprietary or privacy right. Under no circumstances, including but not limited to a negligent act, will Owner or its affiliates or agents be liable for any damages of any kind that result from the use of, or the inability to use, the Application.

13. Governing Law

The Agreement, and all future agreements you shall enter into with Owner, unless otherwise indicated on such other agreement, shall be governed by the law of the State of Montana, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with Owner or any of its affiliates or agents in the State of Montana or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Missoula in the State of Montana. If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

14. Term

The Agreement will continue until terminated by you or Owner. You may terminate the Agreement by ceasing all use of the Application and notifying Owner of your intent to terminate the Agreement.

Owner may at any time, terminate its legal agreement with you if you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or Owner is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or the provision of the Application is, in Owner's opinion, no longer commercially viable.

15. Miscellaneous

This Agreement constitutes the entire agreement between you and Owner regarding the Application, and governs your use of the Application, superseding any prior agreements between you and Owner regarding the Application. If any provision of this Agreement shall be held invalid under law, such invalidity shall not affect any other provision or provisions hereof which are otherwise valid. The failure of Owner to enforce any provision in this Agreement shall not constitute a waiver of such provision or any other provision.

The terms of this license will govern any upgrades provided by Owner that replace and/or supplement the original Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.