

## INTERNET SERVICE AGREEMENT

This Internet Service Agreement (“Agreement”) between you (the “Customer”, “user”, “you”, “your”), and Glenwood Telephone Company (“GTC”), provides the terms and conditions for GTC’s delivery of High-Gear DSL Service (the “Service” or the “Services”).

By submitting an Application for Services and activating Service with GTC, you acknowledge and affirm that you have read and agree to the terms of this Agreement. Services provided under this Agreement are subject to Federal Communications Commission (“FCC”) regulation and are provided under the tariff of the National Exchange Carrier Association (“NECA”). Those tariffs and regulations may change from time to time and supersede the terms listed herein.

### 1. INTRODUCTION

By applying for and accepting Services from GTC the Customer consents to and accepts all terms and conditions in this Agreement, all terms and conditions in the DSL Modem Agreement (if applicable), GTC’s Acceptable Use Policy, and all other use policies (collectively, the “Terms of Service” or “TOS”). “Customers” include any person or entity using GTC Services. GTC may modify this Agreement at any time and any modification becomes effective immediately by notice of posting on GTC’s home page (<http://www.gtconline.com>), by electronic mail, by conventional mail, or via GTC’s authorized social media outlets, including Facebook and Twitter. You may terminate Services as allowed in Section 6 if you cannot or will not accept any of these conditions. Your continued use of Services following the posting of any revisions to the TOS constitutes your acceptance of those revisions.

### 2. LEGAL AUTHORITY

The person applying for Services (either as an individual or on behalf of a legal entity) will be designated as the Primary Customer Account Holder by GTC. Only the Primary Customer Account Holder has authority to take action regarding or make changes to the Customer account. The person applying for Services represents and warrants that all information included in the Application for Services is correct.

In order to purchase Services, if you are an individual you must be an adult of at least 18 years of age, and by applying for and accepting the Services you confirm that you are 18 years of age.

If you are a business and subscribing as a legal entity, by applying and accepting Services you confirm (through the Primary Customer Account Holder) that your business is a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) that is in good standing and authorized to conduct business in Georgia.

### 3. THE SERVICE

Services are offered as a “best effort” service. GTC does not guarantee DSL circuit availability, reliability, quality, or minimum response time to repair a DSL circuit should there ever be a disruption of Service. GTC only repairs DSL circuits during GTC’s normal hours of operation.. No minimum level of speed is guaranteed. DSL technology cannot be used through a PBX or Key System.

3.1 Modifications to the Service. (a) GTC reserves the right, without notice, to modify or discontinue Services or any function or feature of the Services, either on a temporary or permanent basis, whenever it deems necessary. Modifications to Services may include different technologies, rates,

and/or charges.

(b) GTC may at any time introduce and offer Service rate plans with higher or lower levels or costs of Service than the Service subscribed for by Customer pursuant to Customer's Application for Services. GTC may, but is not required to, upgrade Customer's Service level or features at any time, provided GTC does not increase the price of Services (other than as authorized by this Agreement).

(c) GTC will attempt, but is not required, to provide prior notice of planned service outages, and shall have no liability for failure to provide notice. GTC may post such notifications on its website, via Customer email, or via GTC's authorized social media outlets, including Facebook and Twitter. It is the Customer's responsibility to check for notifications via GTC's website, Customer's GTC email address or GTC's social media outlets.

3.2 Privacy & Security. DSL includes a virtual private circuit to your premises. Privacy and security cannot be guaranteed and we shall not be liable to you for any lack of privacy you experience while using the Service.

3.3 Username and Password. Customers are required to choose a password and user name for their account. Customer agrees to keep all user names, passwords, IP addresses, and computer names strictly confidential, and Customers is solely responsible for any liability or damages resulting from Customer's failure to maintain confidentiality of such information. Customer is also solely responsible and liable for all activities originating on Customer's account or IP address. If Customer believes unauthorized activity has taken place on Customer's account, Customer must immediately notify GTC of any such unauthorized activity.

3.4 IP Address Assignment. Customer by default will be provided with a dynamic IP address. If Customer requests a static IP address, static IP address assignment setup requires a \$50 initial setup fee.

3.5 Support and Customer Service. GTC provides free basic Customer support care for Services purchased from GTC pursuant to this Agreement, subject to the limitations sets forth in this Agreement and, if applicable, the DSL Modem Agreement.

3.6 Email Limits and Retention. Customer acknowledges GTC limits the maximum number of days email messages are retained by the Service, the maximum number of email messages sent or received by a Customer on the Service, and the maximum size of any email message sent or received by a Customer on the Service. Usernames, passwords and email addresses are GTC's property and GTC may alter or replace them at any time.

3.7 Third Party Services. Some Customer data, including contact information, usage levels and signal quality, may be made accessible by GTC to third-party organizations for account management and billing purposes, to support and troubleshoot individual Customer accounts and to resolve wider network issues. By using the Services, Customer consents to sharing of Customer data for the purposes set forth in this Section.

## 4. EQUIPMENT AND SOFTWARE

If Customer purchases or leases a router/modem and filters for use with the Services through GTC (the “CPE”), Customer must provide all other equipment and devices needed to receive the Services and Customer is responsible for any compatibility issues that may occur. Any equipment other than the CPE (including any modem purchased by Customer from a third party) is not the responsibility of GTC, and GTC will not provide support for, nor provide maintenance or management of, such equipment and devices.

4.1 Installation. If Customer desires GTC to provide installation of CPE, Customer must request installation when applying for Services. By requesting installation, Customer agrees to pay the Installation Fee provided in Section 4.3. If Customer schedules a CPE installation appointment and neither Primary Customer Account Holder nor any other person authorized to permit installation is present at the scheduled time, Customer agrees to pay a No-Show Charge of \$100 unless Customer notifies GTC at least twenty-four hours prior to the scheduled time. Customer authorizes GTC and its employees to enter Customer's premise in order to install, maintain, inspect, repair, or remove CPE. By scheduling an installation appointment, Customer authorizes GTC to enter Customer's premises.

(a) Outside Wiring. Almost all Customer premises have an unused copper wire pair. GTC shall notify Customer if a new copper wire pair is required. In such event, in order to obtain Services, Customer at its expense will be required to have GTC install an additional pair to the premises at GTC's tariffed rates. Customer's Application for Services will not be processed until after the new pair is installed. There is no fee for a service call to check or repair the DSL connection to the outside telephone company NID device (“The Drop”). If requesting bonded services, two unused copper pairs must be present to provide Services. Each pair will be billed separately at GTC tariffed rates.

(b) Inside Wiring. Inside wiring is not required if there is an unused copper wire pair between the location where the CPE is installed and the Drop. A single copper pair must be installed at the Drop to the jack which will be used by the CPE, unless the premises is a public housing or low income housing unit. If a new copper wire pair must be installed, the rate for installation is figured at GTC labor rates. If the Drop has been determined to be in working condition and a service call is requested the service call rate will be figured at \$60 an hour plus materials.

4.2 System Compatibility. Some automatic reporting systems, such as home security systems, medical alert systems, and door bell answering services, which dial local law enforcement, fire departments, and medical assistance, may cause problems with the Services. Customer waives any and all claims against GTC for interference or disruption that Services may cause with such third party system devices. Professional installation may be required if Customer uses such devices. If Customer has five or more such devices connected to their Customer's phone line, professional installation may also be required due to degradation of DSL signal, and a NID filter may be required. If an alarm system is present an RJ31x filter must be installed by the alarm company, with Customer responsible for any associated costs.

4.2.1 Alternative Power Sources. Alternative power sources, such as generators, may cause interference with Service due to the introduction of noise and power fluctuations. No service credits will be issued by GTC for any service interruptions or degradation directly or indirectly caused by Customer's use of such alternative power sources.

4.3 Router / Modem. If Customer requests installation services pursuant to Section 4.1, Customer shall pay a DSL installation fee of \$100 (the “Installation Fee”), which includes initial setup and pre-configuration of

the DSL router/modem. An additional fee of \$20 is charged if GTC must reconfigure the DSL modem, and a \$125 per hour fee is charged if Customer desires to use a modem that is not an approved device. If Customer, Customer's staff, or consultants make any changes to the DSL modem, GTC is not responsible for monitoring the DSL circuit or for any service outages or problems that may result. GTC does not recommend installation of a firewall or VPN software in routers that have not been upgraded to handle these features or functions without performance degradation. Customer is responsible for all DSL circuit performance problems that result from installation of VPN software or hardware not approved by GTC (See 4.3.1 for a list of approved equipment).

**4.3.1 Approved CPE Equipment.** The following is a list of GTC approved CPE equipment and replacement cost(s):

- BEC 7700 (replacement cost - \$100.00)
- SMART/RG SR360n (replacement cost - \$100)
- SMART/RG SR506n (replacement cost - \$125)
- BEC 7800TNR2 (replacement cost - \$125)
- BEC 8920NE (replacement cost - \$175)
- SMART/RG SR555ac (replacement cost - \$200)
- BEC 8920AC (replacement cost - \$200)
- Comtrend AR-5319 (replacement cost - \$100.00)
- Comtrend VR-3033 (replacement cost - \$125.00)
- Comtrend VR-3060 (replacement cost - \$150.00)

GTC may revise this list at any time, and may post notices of such revisions on its website, via Customer email, or via GTC's authorized social media outlets, including Facebook and Twitter.

**4.3.2 Upgrades.** If a Customer desires to upgrade the Customer's modem to another modem listed under Section 4.3.1 (as such list is revised by GTC from time to time), the costs for the upgrade will be half the price of a new modem, except for the Billion BiPAC 7402NX, which will be same cost as the replacement price; provided that to obtain such upgrade pricing, Customer must: (a) bring the modem it is seeking to upgrade in good working condition (as determined by GTC in its sole discretion) to GTC along with the power cord(s) and ethernet cables; and (b) renew the Customer's Service agreement for a minimum period of twelve (12) months.

**4.4 CPE Warranties.** Any GTC-provided CPE equipment will be either a new or fully inspected, tested, or repackaged unit(s). The CPE equipment is provided AS IS WITH NO WARRANTY. GTC is not the manufacturer of your CPE equipment and GTC makes no warranties regarding your CPE equipment, whether expressed or implied, including any warranties of merchantability, suitability, or fitness for a particular purpose of any type or character. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED.

STATEMENTS REGARDING OR DESCRIPTIONS OF THE SERVICE OR YOUR UNIT, IF ANY, BY GTC, OR OUR EMPLOYEES ARE INFORMATIONAL ONLY AND ARE NOT MADE OR GIVEN AS A WARRANTY OF ANY KIND.

**4.5 Wireless Services.** Customer may request a wireless DSL modem/router at time of installation at no charge. When Customer elects to use a modem with wireless built in, GTC will pre-configure the wireless with WPA/WPA2 Security or WEP Security as per Customer's request. GTC DOES NOT RECOMMEND USE OF WIRELESS WITHOUT ENCRYPTION SETUP, and if Customer opts for no encryption installed, GTC shall have no liability for unauthorized use, or malicious activity due to not maintaining proper security measures on Customer's network.

## **5. SERVICE RATES & CHARGES**

Customer agrees not to use the Service provided by GTC in a manner prohibited by federal or state

law or the AUP. Customer is deemed to accept the Service upon receipt of the modem, or first connection to GTC Services, whichever comes first.

5.1 Credit History. GTC at its sole discretion will verify credit history based on GTC customer payment history to determine Activation Fees and Equipment Fees (collectively known as “Installation Charges”), if any. If Customer has a negative credit history with GTC (defined as any balance brought forward from previous month's invoice for past 6 months, or disconnection of any services for non-payment during the last 12 months), or has no credit history with GTC, Customer may obtain Services only if Customer pays a \$100 Activation Fee; provided, however, that the Activation Fee will be waived if Customer agrees to enroll for automatic payment to GTC of fees for Services.

5.2 Initial Payment. The Installation Fee, Installation Charges, if any and payment for the first month of service, are all due and payable upon submission of the Customer's Application for Services.

### 5.3 Payment Period Charges.

5.3.1 The fee for the Customer payment period is due on or before the first day of the current payment period. If payment is not received by the 10<sup>th</sup> of the month in which payment for the payment period is due then the amount due for that month shall be the month-to-month price for the Service. If payment is not received by the 5<sup>th</sup> of the month in which payment for the payment period is due, GTC reserves the right to immediately suspend Service, provided that if the 5<sup>th</sup> of the month is a Friday, Saturday or Sunday, then suspension will take effect on the next business day. The total amount due and a reconnection fee of \$100 must be paid before Service is restored.

5.3.2 Customer agrees that (a) time is of the essence; (b) if payment is not made when due, Customer shall pay GTC a late fee of \$4 if a Residential customer, \$9 if a Business customer, and shall also pay interest on the unpaid balance at the rate of one and a half percent (1.5%) per month, or the maximum rate allowable by law, whichever is less. If GTC accepts late or partial payments or payments marked “Paid in Full” or similar notations, it will not waive any of GTC’s rights hereunder nor will it constitute an accord and satisfaction. GTC may charge you a returned check fee for any check returned for insufficient funds. Questions about or objections to any charges must be in writing by the Primary Customer Account Holder and must be received by GTC no later than the payment due date or any objection shall be waived.

5.4 Taxes. Customer is responsible for all applicable sales, use, excise, public utility or other taxes, fees or charges, and such tax, fees and charges shall be included as part of Customer charges for the Services. If you believe you are exempt from payment of any such taxes, fees or charges, you must provide GTC with an original Tax Exempt Document; however, you cannot receive credit for any taxes, fees or charges paid before provision of the Tax Exempt Document to GTC.

5.5 Notices. Written notices to Customer shall be considered given on the date deposited in the U.S. Mail addressed to you at your last known address. Written notice to GTC shall be considered given when received at our address of record. Verbal notices (to the extent permitted by this Agreement) shall be considered given on the date reflected on our billing system.

5.6 Method of Payment : Customer authorizes GTC to charge any amounts payable by

Customer in connection with Customer's use of the Service on Customer's GTC Residential or Business Local Service bill (including, but not limited to, as applicable, any Termination Charges, Installation Charges, and No-Show Charges).

## 6. TERM & TERMINATION

The term of this Agreement (the "Term") shall be: (a) the specified fixed term set forth in the promotional offer, if any, under which Customer purchased the Services; (b) if no promotional offer was in effect, the term set forth in the Application for Services; or (c) if the Application for Services does not set a term, one (1) year from the date of the Application for Services. **Customer further agrees that if Customer cancels the Services before the end of the Term, Customer is subject to early cancellation fees and/or service fees (collectively "Termination Charges") associated with the promotional offer and/or as set forth in this Section 6.**

6.1 Cancellation : Customer may cancel this Agreement subject to the following conditions:

(a) Cancellation must be in writing either by emailing notice of cancellation to [cancellations@gtconline.com](mailto:cancellations@gtconline.com), faxing notice to (912) 523-5329, or sending notice by U.S. Mail to P.O. BOX 235, Glenwood, GA 30428, at least thirty calendar days prior to the date requested for disconnection.

(b) If Customer cancels the order for Service the day before or on the day of scheduled installation, Customer will be responsible to pay for the Installation Charges plus a restocking fee of fifteen percent (15%).

6.2 Month-to-Month. The Customer may terminate Service to which it subscribes on a month-to-month basis at any time by notifying GTC as required by Section 6.1. Customer remains liable for payment of all outstanding charges for Service(s) used and CPE equipment purchased prior to termination.

6.3 Early Termination Fee. If a Customer that elected an initial fixed term terminates the Service prior to the end of the fixed term, or if Customer (whether on a fixed term or month-to-month basis) does not provide the required advance notice of termination pursuant to Section 6.1, then Customer shall pay GTC an Early Termination Fee equal to the lesser of \$200 or the remaining payments for the fixed term.

6.4 Changes in Service. There is no fee for a Customer to increase Customer's bandwidth to a different rate plan; however, the fee for decreasing to a lesser level of Service is \$10. Service plan changes will go into effect immediately upon request.

## 7. ADDITIONAL SUBSCRIBER RESPONSIBILITIES

7.1 Accurate Information. Customer agrees to (a) provide true, accurate, current, and complete information to GTC and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If Customer provides GTC any information that is, or that GTC has reason to believe, is untrue, inaccurate, not current, or incomplete, GTC may suspend or terminate Customer's access to Services.

7.2 Restrictions on Use and Prohibition on Resale. Customer agrees not to use Services provided by GTC to trunk, or facilitate public Internet access ("Hotspots") or enable any other public use of the Services.

## 8. WEBSITE USAGE and OTHER WEB SITES

The Service may provide, or facilitate third parties to provide Customer with, links to internet sites or resources. Because GTC has no control over such sites and resources, Customer acknowledges and agrees that GTC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that GTC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with Customer's use of or reliance on any such content, goods or services available on or through any such site or resource.

8.1 A Special Note Concerning Minors. Protecting children's privacy is especially important to GTC. It is GTC's policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. Customers are responsible for supervising and monitoring minors' use of the Services.

8.2 Children's Online Privacy Protection Act. We are committed to complying with the Children's Online Privacy Protection Act. Accordingly, if you are under the age of 13, you are not authorized to provide us with personally identifying information, and we will not use any such information in our database collection activities. We appreciate your cooperation with this federally mandated requirement.

## **9. CHOICE OF LAW**

This Agreement, its validity, construction, and performance, shall be governed by applicable federal law, the regulations of the FCC and the laws of the State of Georgia.

## **10. INDEMNIFICATION**

Customer agrees to defend, indemnify, and hold harmless GTC and its subsidiaries and other affiliated companies, and their respective officers, directors, employees, contractors and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from: (a) Customer's use of the Services and the CPE; (b) Customer's failure to comply with this Agreement or the TOA; and (c) Customer's negligence or intentional misconduct or violation of applicable law. GTC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event Customer will cooperate with GTC in asserting any available defenses.

## **11. DISCLAIMER OF WARRANTIES**

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY GTC, GTC DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. GTC HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICE, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GTC DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. GTC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH PR BY GTC OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY GTC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. NO ORAL ADVICE OR

WRITTEN INFORMATION GIVEN BY GTC, ITS EMPLOYEES, DIRECTORS, AGENTS OR OTHER REPRESENTATIVES, SHALL CREATE OR EXPAND ANY REPRESENTATION OR WARRANTY, NOR SHALL CUSTOMER BE ENTITLED TO RELY ON ANY SUCH INFORMATION OR ADVICE.

## **12. DISCLAIMER OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL GTC, ITS EMPLOYEES, SUBSIDIARIES, ITS LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR THE INTERNET OR FROM ANY ERRORS, DELAYS, LOSS OF INFORMATION OR INTERRUPTIONS OF SERVICE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF GTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, GTC'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. CUSTOMER ACKNOWLEDGES THAT DSL AND OR INTERNET ACCESS SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE, AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE CONTROL OF GTC. UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICE NULLIFY OR MODIFY THIS AGREEMENT ENTERED INTO BY GTC AND THE CUSTOMER. GTC RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICE TO A CUSTOMER AT ANY TIME.

## **13. THIRD PARTY BENEFICIARY**

YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF GTC'S SERVICE IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO GTC DESCRIBED HEREIN.

## **14. DISPUTE RESOLUTION THROUGH ARBITRATION**

Any dispute arising out of or relating to the Agreement shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") according to its Commercial Arbitration Rules. The arbitration must be an attorney having experience and familiarity with similar disputes. The arbitration proceeding must occur in Glenwood, Georgia. Each party must bear its own costs relating to arbitration (including the costs of initiating arbitration), and the parties must equally divide the arbitrators' fees. No arbitration award may provide any remedy beyond those permitted under this Agreement, and any award purporting to provide a remedy beyond those permitted under this Agreement must be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. GTC may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction within the State of Georgia any interim or provisional relief that GTC deems necessary to protect its rights pending arbitration.

GTC shall not be liable for any claim under this Agreement unless you submit such claim to arbitration as required by this Agreement within one year after you become aware or should have become aware of such claim. GTC's liability for any claim shall in no event exceed the amount you have paid to GTC for Services for the prior six-month period.



## **15. MISCELLANEOUS**

This Agreement, the Acceptable Use Policy, and GTC's other user policies posted on GTC's website constitute the entire agreement between you and GTC with respect to your use of the Service. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of GTC, and any attempted assignment, without such consent, shall be invalid. If any provision of this Agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid.

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