

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to **Paragraphs 10 and 24** of this Agreement, a violation of **Paragraph 29** of this Agreement, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

13. INTERFERENCE.

(a) LESSEE will not cause interference to LESSOR's equipment that is measurable in accordance with industry standards. LESSOR will not cause interference to the then existing equipment of LESSEE that is measurable in accordance with then-existing industry standards.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center at (800) 224-6620 / (800) 621-2622 or to LESSOR at (229) 259-3507, the interfering party shall, or shall require any other user to, reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph, and therefore, the Parties shall have the right to equitable remedies including, without limitation, injunctive relief and specific performance, to the extent available under applicable law.

14. REMOVAL AT END OF TERM. Upon expiration of the Term or within 90 days of earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment (including footings to a depth of 2' below grade) and restore the Premises and Easement Area to their original condition, reasonable wear and tear and casualty damage excepted. The communications equipment shall remain the personal property of LESSEE, and LESSEE shall have the right to remove all or any portion of its communications equipment at any time during the Term, whether or not any items of communications equipment are considered fixtures or attachments to real property under applicable laws. If the time required for removal causes LESSEE to remain on the Premises and/or Easement Area after termination of the Agreement, LESSEE shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. Upon expiration of the Term, if the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month-to-month basis at the rental rate in effect upon expiration of the Term. If the Parties are not in the process of negotiating a new lease or lease extension, and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. At any time after the Effective Date, if LESSOR receives an offer or letter of intent, for the acquisition of fee title, an easement, a lease, a license, or any other interest in the Premises and/or Easement Area or any portion of the Premises and/or Easement Area, or for the