



Service Level Agreement Terms and Conditions

FINNternet (hereafter "Company": "we" or "us") and the customer whose name and address appear on this Service Order (hereafter "Customer", "you" or "your") enter into this agreement whereby we will provide you those services listed on the Service Order, or any other services purchased by you from us ("Broadband Services") and you agree to pay our current fees and rates for those Broadband Services. We may change our fees and rates for the Broadband Services, from time to time, with notice to you as required by law. By signing the Service Order, you agree to abide by these Terms and Conditions and those contained in the Additional Terms of Service Addendum, which is hereby incorporated by reference, and collectively with the Service Order, forms the agreement between us ("Agreement").

1. Electronic Signatures, Notices and Disclosures. You consent to the use of electronic signatures for all agreements with us and consent to receive any or all notices and disclosures we send to you online or through other electronic means (e.g. email or text over the wireless number you provided to FINNternet, charges may apply). Your consent may be given by: clicking a box indicating your acceptance, consent or acknowledgment; activating any of our services; or, using any of our services. If you want a paper copy of any document provided to you online, by email or other electronic means, please contact us at 309-520-4633 and a paper copy will be sent to you at no charge (except for paper invoices for which we may charge a fee). If you no longer wish to sign documents using electronic signatures or receive notices or disclosures electronically, you may email customercare@FINNternet.com or send a letter withdrawing your consent at no charge to you to FINNternet, Attn: Chief Information Officer, 527 2nd Street West, Milan, IL 61264. Your withdrawal will not affect the legal validity or enforceability of the electronic documents, signatures and deliveries prior to the time the withdrawal of your consent is processed. If your email, mobile phone number, or other address for electronic communications changes, please let us know promptly by emailing customercare@FINNternet.com or contacting 309-520-4633. The following hardware and software are required to access and retain the electronic documents: Adobe Acrobat Reader software, version 6.0 or higher, computer running the latest version of Microsoft Internet Explorer or another compatible browser capable of viewing the site in 128 bit encryption.

2. Term, Billing, Payment, and Early Termination Charges. Unless otherwise specified on the Service Order, the term of the Agreement is month-to-month. Apart from usage-based charges, you will be billed monthly in advance for the Broadband Services. In addition, installation, set up, or construction charges may apply. You agree to pay all charges stated in your bill, including any taxes or surcharges, by the due date. If you do not pay your bill in full by the due date you will be assessed a fee of the greater of 3.0% of the invoice amount or \$10.00. The unpaid portion of your bill will also incur interest, from the due date until paid, at 3.0% per month or the highest rate allowed by law. We may also discontinue some or all of your Broadband Services until payment is received. If we disconnect your Broadband

Services for nonpayment, you may be required to pay a reconnection fee. If we incur expenses collecting any past amount due from you, you agree to pay our expenses including, but not limited to, court costs, service fees, collection fees, and attorney's fees. It is our preference that you sign up for the automatic bank draft or credit card payment method. We may provide invoices to you electronically. We do not produce or send paper invoices. Should insist on receiving a paper invoice you will incur a \$4.95 charge for each one. If your Broadband Services are for a term of more than one month and are terminated by you for any reason prior to the expiration of your then current term or by us due to your breach of this Agreement, including your failure to pay, we may charge you, as liquidated damages and not as a penalty, an amount equal to (i) any outstanding and unpaid amounts, whether or not previously invoiced, for Broadband Services rendered prior to the date the Broadband Services are terminated, (ii) 100% of the monthly recurring fees for the terminated Broadband Services, including usage based fees, multiplied by the number of months remaining on the then current term, and (iii) any unpaid non-recurring fees associated with the terminated Broadband Services, including any costs and charges incurred by us related to the installation and implementation of the Broadband Services. Such Early Termination Charges will be due within 30 days of Broadband Service cancellation.

3. Refund Policy. There are no refunds for rendered Broadband Services. Subject to the provisions regarding Early Termination Charges, if you voluntarily terminate your Agreement with us and you have paid us in advance for Broadband Services not yet rendered by us, then, after receiving a final invoice from us, you may request a refund equal to the credits listed on your final invoice. All such refunds are subject to the following conditions: (i) your account must be current; (ii) all equipment provided to you by us must be returned to us in proper working condition; (iii) all requests for a refund must be made within sixty (60) days of the date you receive a final invoice from us; and (iv) all requests for a refund must be made to our customer service department at 309-520-4633.

4. Equipment. We will install equipment in and around your residence. This equipment may include, but is not limited to, a Network Interface Device ("NID"), set top boxes, remote controls, and cabling (collectively the "Equipment"). Unless you purchase the Equipment, the Equipment is our property. You agree that you will not move any of the Equipment to another location outside your residence either temporarily or permanently. You are responsible for the care and maintenance of the Equipment located at your residence. You agree not to modify the Equipment in any way. If any of the Equipment is willfully damaged, modified, lost, destroyed, tampered with, or stolen while in your possession, you will be responsible for the reasonable cost of repair or replacement of the affected Equipment. When you cease being a customer or move from your current location, you are responsible for returning the Equipment to us, with the exclusion of any wiring or Equipment located outside your residence and obtaining a signed receipt from us. You agree that you are responsible for the cost of the commercial electric service required to operate the NID.

5. Installation; Access to Premises. You hereby authorize us and/or our contractors to enter your residence or place of business during normal business hours, or by appointment, to install, inspect, maintain, replace, or remove the Equipment. You also grant us the right to enter onto your property at all reasonable times, even if you are not present, to install, inspect, maintain, replace or remove any of the Equipment located outside your residence. Unless we are grossly negligent or intentionally harm any persons or property, we will not be responsible or liable for any damages caused by us while performing work on your property or in your residence. We are not responsible for the operation, maintenance and repair of your television, computer or any other device owned by you to which we establish a

connection. You may not install any device or equipment to our inside wiring or Equipment that will impair the integrity of our Equipment or network, including, but not limited to, cable signal and bandwidth leakage. You agree that we will have no liability for any lost wages and expenses you may incur as a result of any present or future work to be performed by us or any appointment made to perform present or future work. If you are not the owner of the residence or other premises upon which our Equipment or Broadband Services are to be installed, you warrant that you have obtained the consent of the owner of the premises for our representatives to enter the premises for the purposes described in this section. You agree to indemnify and hold harmless the Company, its affiliates and their representatives from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees). In some instances, installation, set up or construction charges may apply as specified on the Service Order.

6. Limitation of Liability and Indemnification. CUSTOMER AGREES THAT ALL BROADBAND SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SUCH SERVICES WILL BE ERROR FREE. COMPANY MAKES NO WARRANTY THAT THE BROADBAND SERVICES WILL BE UNINTERRUPTED OR WILL SECURE CUSTOMER'S COMPUTER FROM THIRD PARTY UNAUTHORIZED ACCESS OR MONITORING. CUSTOMER AGREES THAT ALL USE OF THE BROADBAND SERVICES IS AT CUSTOMER'S SOLE RISK AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE BROADBAND SERVICES KNOWING THAT SUCH SERVICES ARE SUBJECT TO INTERRUPTION FROM POWER OUTAGES AND EQUIPMENT FAILURES. IN NO EVENT WILL COMPANY, ITS AFFILIATES OR PARENT CORPORATION, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, REPAIR, REPLACEMENT, OR REMOVAL OF COMPANY'S EQUIPMENT, THE USE OR INABILITY TO USE THE BROADBAND SERVICES, OR THE USE OR INABILITY TO USE ANY THIRD PARTY SERVICES INCLUDING, BUT NOT LIMITED TO E911 SERVICE AND HOME SECURITY OR MEDICAL MONITORING SERVICE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF COMPANY AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE BROADBAND SERVICES. Customer agrees to defend, indemnify and hold harmless Company, its affiliates and Parent Corporation, from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Broadband Services by Customer or otherwise arising out of Customer's breach of any term of the Agreement

7. Jurisdiction and Venue. Jurisdiction and venue for all disputes will be Milan, Illinois. Both parties expressly waive the right to request a trial by jury regarding any legal dispute arising from this Agreement. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Agreement, or the Broadband Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

9. Miscellaneous. The Agreement may not be assigned by Customer. Company may assign this Agreement without Customer consent. In the Agreement, wherever a singular word is used, it shall also include the plural whenever required by the context and vice versa. The invalidity or unenforceability of any provision of the Agreement shall not affect the other provisions, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been a part of the

Agreement. All headings and captions are for convenience only and will not be interpreted to have independent meaning or to modify any provision of the Agreement. The format, words and phrases used in this Agreement shall have the meaning generally understood in the broadband and communications industries. This Agreement shall be construed in accordance with its fair meaning and not against the drafting party. The Agreement represents the entire understanding between the parties and supersedes all prior agreements and representations whether express or implied, oral or written. Customer acknowledges that Customer is not entering into this Agreement in reliance on any term, condition, representation or warranty not expressly stated in the Agreement. The following provisions shall survive the expiration or termination of the Agreement: Sections 4, 5, 6, 7 and 8.

Additional Terms of Service Addendum

All defined terms hereunder that are not specifically defined below shall have the same meaning ascribed to them as in the Terms and Conditions.

1. Purpose. The purpose of this Addendum is to specify in detail the additional terms and conditions that apply to the Broadband Services. These additional terms of service are part of the Agreement between us so please read them carefully. In the future, if you order additional Broadband Services from us, as they become available, you may be required to execute separate terms and conditions for such services.
2. Suspension of Services. If we reasonably believe that you are using the Broadband Services for any detrimental or unlawful purpose or in contravention with the terms and provisions of the Agreement, without limiting any of our legal remedies, we may immediately discontinue one or all your Broadband Services without notice to you. Upon such occurrence any prepaid fees will be forfeited by you. Revocation of service does not relieve you of the obligation to pay any amount due and owing as of the date of termination, including any early termination charges.
3. Service Packages, Service Availability and Promotions. We reserve the right to change any aspect of a Broadband Service offering either individually or as part of a bundled package. Without limiting the foregoing, such changes may include pricing, service features, channel lineup, preempting previously advertised programming and customer eligibility requirements. Some of our services are not available in all markets. From time to time, we may offer promotions, such as price discounts or service upgrades. Promotions may be strictly limited and subject to change with respect to length, market and circumstances offered. Such promotions may not be available to all customers.
4. Additional Video Service Terms and Conditions. To the extent that you receive any video services from us you agree to the following terms and conditions:
 - a. All video content provided by us is subject to copyright protection and you are not authorized to copy and distribute for sale, or to retransmit any such content. You may also not charge admission for the viewing of our video service. Notwithstanding the foregoing, to the extent permitted by law, you may make personal recordings of video content for your personal use only.

b. Other than a standard industry recording device (e.g., a DVR or VCR), you may not install or attach any device to our Equipment that can record and store our video content including, but not limited to, an external computer hard drive. If you have any questions about whether a device is authorized, you are encouraged to call us for clarification.

c. If you, or somebody at your residence or place of business, order pay-per-view programming from us, you will be obligated to pay for such programming. We recommend that you utilize an access code for ordering pay-per-view programming to prevent accidental and unauthorized orders. If you have questions about how to program an access code, please refer to our equipment guide or contact us.

5. High Speed Internet Services. To the extent you receive high speed Internet service from us; you agree to abide the following terms and conditions. These terms and conditions supersede all other High Speed Internet Service terms and conditions in the Agreement.

a. As a part of our Internet service, we may provide you with access to additional software downloads for things like virus protection, spam filtering and pop up blockers. So long as you are our customer, you have a limited license to use such software for your personal use only. You are prohibited from reverse engineering, copying, or otherwise modifying any of the software code. In the event you cancel your high-speed Internet service with us, you agree to stop using such software and destroy any copies of the software you have made on your computer or otherwise.

b. You understand that all speed and throughput levels for our Internet services stated in the Service Order are "up to" levels and represent the higher end of the ranges of speed and throughput you can expect to receive from our Internet service. Because there are many factors outside of our control, including, but not limited to, your computer configuration, that may affect the speed of your Internet service, we do not guarantee that our Internet service will perform at any speeds or throughput levels.

c. If, in our sole judgment, you are uploading and/or downloading a significant amount of data, we reserve the right to impose a reasonable usage-based charge and/or change your subscription to a higher Internet service package as a condition of continuing service with us.

d. You understand and acknowledge that we reserve the right to restrict any content or services that may otherwise be available through your Internet connection if we determine, in our sole judgment, that: (i) such content is illegal; or (ii) our network or business is put at risk by such content.