

## **INTERNET SERVICE PROVIDER AGREEMENT**

This agreement is made on the last date written below on Exhibit "A", attached hereto and incorporated herein by reference, between Seamless Fiber Innovations LLC, an Illinois Limited Liability Company, ("Service Provider"), and the subscriber named below on Exhibit "A" ("Subscriber").

### **RECITALS**

WHEREAS, Subscriber desires to engage Service Provider to obtain an Internet connection through Service Provider's network.

WHEREAS, In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

### **SECTION ONE PAYMENT FOR SERVICE**

A. Subscriber agrees to pay all fees based on the fee schedule and plan selected on Exhibit "B" and the one-time fees listed on Exhibit "C" attached hereto and incorporated herein by reference.

B. Subscriber shall pay any setup charges and any one-time fees and the first period of service concurrent with the execution of this agreement and prior to installation of service. Subscriber shall pay when invoiced any costs or fees billed by Service Provider to Subscriber for additional services or merchandise provided. Bandwidth and usage charges will be billed on the calendar month preceding the invoice date based on the previous month's usage. Subscribers will pay for all costs associated with the use of their accounts, whether authorized or not.

C. Payments to Service Provider are nonrefundable. No refunds shall be given for canceled accounts, returned merchandise, or installation fees unless the account, merchandise or installation was clearly defective and nonworking. Cancellations of accounts must be made by e-mail, U.S. mail, or fax and shall terminate at the end of the account period.

### **SECTION TWO CUSTOMER PROVIDES OWN EQUIPMENT**

Subscriber is responsible for providing any and all equipment and services needed to access the Seamless Fiber Innovations LLC system. Service Provider may assist Subscriber in acquiring the necessary equipment and services, at the costs described on Exhibit "C" attached hereto and incorporated herein by reference.

### **SECTION THREE APPROPRIATE USE POLICY**

A. Becoming a subscriber or user of Seamless Fiber Innovations LLC internet services constitutes an agreement to abide by this agreement and the acceptable use policies set out in this section. All references to “Service Provider” in this agreement include the Seamless Fiber Innovations LLC system, network, and its employees. All references to “Subscriber” include any party authorized under this agreement.

B. Subscriber may not use the Service Provider system and services in any way that violates United States federal, state, local, or international law or the rights of others. This prohibits, but is not limited to, any actions of Subscriber which are threatening, obscene or defamatory, which violate trade secret, copyright, trademark or patent rights, which violates rights of privacy or publicity, which result in the spread of computer viruses or other damaging programs or data files, or which violate any export restrictions (including making nonexportable information or software available to foreign nationals as may be prohibited by law). Service Provider will cooperate fully with law enforcement agencies if criminal activity is suspected.

C. Subscriber shall obey any acceptable use policies for sites, newsgroups, mailing lists, etc. accessed via the Service Provider system or network. Subscriber shall not probe, monitor, breach the security of, or otherwise interfere with any host, network, or system without the explicit authorization of the administrator of the host, network, or system.

D. Subscriber shall not forge, conceal, disguise, or otherwise attempt to alter the identifying characteristics of electronic transmissions originating from Subscriber’s account.

E. Subscriber may not send unsolicited bulk e-mail. As a guideline, mailing more than 25 messages simultaneously or in close proximity to individual recipients with whom the sender has no preexisting relationship or who have not otherwise consented to receiving such e-mail will be considered an unacceptable transmission which may result in termination of Subscriber’s account. Any actions which Service Provider, at its sole discretion, believes to be an attempt to circumvent the intent of this prohibition shall be treated as a violation of this provision. Such transmissions and the fallout from such transmissions cause significant damage to Service Provider in terms of resources and staff time as well as reputational damage. Such damages are difficult to calculate in a precise amount. Should Subscriber distribute such e-mail or messages, Subscriber agrees that in addition to any remedies provided under this agreement, Subscriber shall be liable to Service Provider for \$1000 liquidated damages. Should actual damages be ascertainable in excess of \$1000, Subscriber will be liable for the actual damages. Subscriber shall also be liable for costs and attorneys’ fees incurred collecting any such damages from Subscriber. Furthermore, should Subscriber contract for bulk e-mail or message posting services to advertise a service or Web site offered by Subscriber through the Service Provider system

or network, Subscriber shall be treated under this section as if Subscriber personally sent such e-mail or posts through the Service Provider system or network.

F. If Service Provider finds or suspects, in its sole discretion, Subscriber is in violation of any rules set out in this section as an acceptable use policy, Subscriber's account may be immediately restricted, suspended or permanently be canceled.

G. Service Provider reserves the right to modify the rules at any time by publishing such modifications over the service and sending notices to each subscriber and user or by posting changes to the Service Provider Web site.

#### **SECTION FOUR APPROPRIATE USE OF CONNECTION**

Subscribers are explicitly not permitted to set up Internet hosts or daemons on their computers through their accounts with Service Provider. Subscribers may not host websites or servers without prior authorization from Service Provider. Internet services may not be resold or otherwise used by other parties other than Subscriber. This includes, but is not limited to, hosting shared files, maintaining open WiFi access or sharing services with other households and/or businesses.

#### **SECTION FIVE TERMINATION FOR IMPROPER USE**

Infractions of this agreement or the acceptable use policies set forth in this agreement by Subscriber can result in immediate deletion of accounts without reimbursement. Service Provider may make exceptions in the case of individual abusive users of business accounts. This decision is left entirely to the discretion of Service Provider owners and employees.

#### **SECTION SIX MODIFICATION OF SERVICE**

Service Provider reserves the right to modify, add, or remove all services and features of the system at any time. Current subscribers will receive adequate notice of such changes.

#### **SECTION SEVEN DISCLAIMER OF WARRANTIES**

SERVICE PROVIDER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED BY SERVICE PROVIDER UNDER THIS AGREEMENT. Subscriber expressly agrees and

understands that the speeds listed in Exhibit “B” are the maximum speeds provided.

## **SECTION EIGHT LIMITATION OF LIABILITY**

Under no circumstances, shall Service Provider or anyone else involved in administering, distributing or providing Service Provider services, be liable for any indirect, incidental, special or consequential damages, including, but not limited to, loss of revenues or lost profits, or damages that result from the use of or inability to use Service Provider services, mistakes, omissions, interruptions, deletion of files or e-mail errors, defects, viruses, delays in operation or transmission, failure of performance, theft, destruction or unauthorized access to Service Provider records, programs or services, even if Service Provider has been advised of the possibility of such losses. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, Service Provider’s liability is limited to the greatest extent permitted by law. In no event shall Service Provider’s liability to Subscriber exceed the aggregate amounts paid by Subscriber to Service Provider for Service Provider services during the previous three (3) months.

## **SECTION NINE INDEMNIFICATION**

Subscriber agrees that it shall indemnify, defend and hold harmless Service Provider and its officers, directors, employees, agents and shareholders from and against any costs, expenses (including, among other expenses, reasonable attorneys’ fees and expenses), losses, damages (specifically excluding consequential, exemplary, special, indirect or punitive damages), suits, claims, or liabilities incurred and arising from or relating to Subscriber’s use of Service Provider services.

## **SECTION TEN TERMINATION OF SERVICE**

A. Service Provider has the right to instantly cancel with or without warning all unpaid or not fully paid subscriptions. Any remaining unpaid subscription dues will be billed to Subscriber including extra fees for bounced checks. Bills unpaid more than ninety (90) days may be sent to a third party for collection and may incur a collection fee.

B. Subscriber may cancel the services provided with thirty (30) days written notice to Service Provider. In the event of account termination or cancellation by Service Provider or Subscriber, Subscriber will have ninety (90) business days to access any remaining materials stored with Service Provider.

**SECTION ELEVEN  
ASSIGNMENT**

Subscriber shall not sell, transfer or assign this agreement without the prior written consent of Service Provider. Any unauthorized transfer or assignment shall be null and void; provided, however, that any such assignment shall not relieve Subscriber of its obligations under this agreement.

**SECTION TWELVE  
MODIFICATION**

This agreement may not be modified except in writing, signed by Subscriber and Service Provider.

**SECTION THIRTEEN  
GOVERNING LAW**

Interpretation and enforcement of this agreement shall be governed by the laws of Illinois. Subscriber consents to jurisdiction in the state courts within Effingham County, Illinois, for any action arising out of or relating to Subscriber's use of Service Provider services. The state court of Effingham, Illinois, shall have exclusive jurisdiction over all such actions. If any provision of this agreement shall be held invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any of the remaining provisions of this agreement.

**SECTION FOURTEEN  
ATTORNEY FEES AND COSTS**

In the event Service Provider must bring or defend any action under this agreement, Service Provider shall be entitled to recover its actual costs and attorney and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this agreement and shall survive the entry of any such judgment.

**SECTION FIFTEEN  
ENTIRE AGREEMENT**

The parties acknowledge that this agreement and any modifications to this agreement, constitutes the complete agreement regarding this subject, and supersedes any prior oral or written communications relating to this subject.

**EXHIBIT A  
SIGNATURE PAGE**

The parties have executed this agreement the last date and year set forth below.

**Service Provider:**

**Seamless Fiber Innovations LLC**

By:

\_\_\_\_\_  
Jeffrey Dhom

Date: \_\_\_\_\_

Title: Manager

**Subscriber:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name(s) on Account: \_\_\_\_\_

Service Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address: (\_\_\_) same as service address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Primary Contact Phone Number:

\_\_\_\_\_

Secondary Contact Phone Number:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

**EXHIBIT B  
RECURRING CHARGES**

<b>Subscriber Initial One:</b>	<b>Speed (up to):</b>	<b>Price:</b>
_____	1 Gbps Down, 100 Mbps Up	\$_____ / Month
_____	500 Mbps Down, 50 Mbps Up	\$_____ / Month
_____	250 Mbps Down, 10 Mbps Up	\$_____ / Month

All prices are subject to change on a monthly basis at the sole discretion of Service Provider.

**Special “Gig for Life” offer (Residential only):**

Any Subscriber that agrees to receive internet services from Seamless Fiber Innovations LLC prior to construction and completion of the fiberoptic cable connection, may elect the following plan and lock in the designated rate. Service Provider shall not increase the rate so long as Subscriber continuously maintains the Gig for Life plan at their current address. Any requested service location change or plan change by Subscriber shall, at Service Provider’s discretion, terminate the “Gig for Life” offer.

_____	1 Gbps Down, 100 Mbps Up	\$100 / Month
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**EXHIBIT C  
ONE-TIME CHARGES**

**Service Trip Charge - \$50**

Applies to all service trips for whatever purpose, including, but not limited to, trips to move customer or Service Provider owned equipment, trips to make changes to, repair, or replace customer owned equipment.

**Labor Rate - \$75 / hour (Minimum 1 hour)**

**Customer ONT Replacement – Retail Cost of Unit**

**NID – Retail Cost of Unit**

**Service Drop Damages / Replacement – Replaced at retail cost for materials plus labor at the rate charged above**

**All Company Installed / Provider Owned Wiring and Equipment - Replaced at retail cost for materials plus labor at the rate charged above**



## **SAFEGUARD MAINTENANCE SERVICE PLAN**

Service Provider offers to its subscribers a monthly service plan to help provide a worry-free quality experience and ease the financial burdens of “in-home” service maintenance costs.

### **SAFEGUARD MAINTENANCE PLAN COVERS:**

- Service Trip Fees
- Customer Optimal Network Terminal (ONT)
- Network Interface Device (NID)
- All Company installed fiber/wiring inside Subscriber premises
- Service Drop (from natural wear)
- All associated labor for services and devices listed above

### **SAFEGUARD MAINTENANCE PLAN DOES NOT COVER:**

- Water and moisture related damages
- Pet or rodent damages
- Fire damages
- Lightning / AC Power surges
- Vandalism / Misuse
- Service Drop damages without an associated legally required JULIE Dig Number

The cost of the SAFEGUARD MAINTENANCE PLAN is equal to \$10 / month and Subscriber must subscribe to the SAFEGUARD MAINTENANCE PLAN for a minimum of twelve (12) months.

Initial one:

\_\_\_\_\_ I hereby OPT-IN to the SAFEGUARD MAINTENANCE PLAN on the terms and conditions listed above. I agree to pay \$10 / month for a minimum of twelve (12) months beginning on the first month that internet services are provided.

\_\_\_\_\_ I hereby OPT-OUT of the SAFEGUARD MAINTENANCE PLAN on the terms and conditions listed above. I hereby agree to pay all one-time charges assessed by the Service Provider as described on Exhibit “C” to the Internet Service Provider Agreement.