

**BREDA TELEPHONE CORP. D/B/A WESTERN IOWA NETWORKS
SERVICES AGREEMENT**

1. **Agreement.**

- (i) **Credit Check; Deposits; Credit Reporting.** In connection with a request or application for any Service, WIN -worthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. Based on this investigation, Customer may be required to pay a deposit of up to \$50.00 per regulated service listed on the Customer Application, and which WIN may apply against any unpaid amount at any time. WIN may require a deposit in excess of \$50.00 for either regulated or nonregulated services based on credit history. The deposit amount, the length of time WIN holds the deposit and changes to the deposit amount are determined based on credit and payment history, Terms of Service and any applicable laws or regulations. If Service is canceled or disconnected for any reason, WIN may, subject to Terms of Service and applicable law and regulations, apply Customer deposit toward payment of outstanding charges, including for damaged or unreturned WIN Equipment.
- (j) **Early Termination Fee.**

may be subject to other service contracts or terms and conditions of service provided or made available to customers in connection with those products and services.

18. Installation and Maintenance. WIN shall not be liable for any damages occurring as a result of installation and/or maintenance except for damage caused by the gross negligence or willful misconduct on the part of WIN or its agents. Customer expressly assumes all liability and risks associated with installation, connection, maintenance, operation, repair, failure and removal of any WIN Equipment or other technology provided by WIN. Customer agrees to indemnify and hold WIN and its employees and agents harmless from all claims, demands and causes of action of every nature or kind, caused by, arising from or developing out of or as a result of any act or failure to act by WIN in connection with the installation, connection, maintenance, operation, failure and removal of any equipment or other technology provided by WIN, except those claims, demands and causes of action caused solely by the gross negligence or willful misconduct of WIN.

19. Service and Repairs. Customer shall have the right to request reasonable service and service calls to check and correct any problems with the Services. WIN shall undertake commercially reasonable efforts to maintain its network and respond to service calls in a timely manner. WIN shall, at its own expense, repair or replace, in its sole discretion, any damaged WIN Equipment or interruption of service due to reasonable wear and tear or technical

replacement of WIN Equipment. n current rate for the cost of repair or

23. DISCLAIMER OF WARRANTY. CUSTOMER AGREES THAT THE SERVICES PROVIDED BY WIN ARE WIN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS OF SERVICE OR FACILITIES FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING

REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WIN DOES NOT WARRANT THAT SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR DEGRADATION OF QUALITY, OR ERROR FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE, OR THAT WIN EQUIPMENT WILL OPERATE AS INTENDED. CUSTOMER AGREES THAT ALL USE OF THE SERVICES IS AT

UNAUTHORIZED ACCESS TO TRANSMISSION FACILITIES OR EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF SERVICE OR EQUIPMENT THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICE OR EQUIPMENT, IF ANY, BY WIN'S EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AND MAY NOT BE RELIED UPON AS A WARRANTY OF ANY KIND.

24. LIMITATION OF LIABILITY. IN ADDITION TO THE LIMITATIONS OF LIABILITY CONTAINED ELSEWHERE IN THIS AGREEMENT, AND IN CONSIDERATION OF THE CHARGES HEREIN (IT BEING RECOGNIZED THAT HIGHER CHARGES WOULD BE MADE BUT FOR THE LIMITATION OF LIABILITY SET

LIABILITY FOR DAMAGES OR LOSSES TO CUSTOMER AND ANY OTHER PERSON RECEIVING SERVICES EXCEED THE AMOUNT THAT CUSTOMER HAS PAID TO WIN FOR SERVICES CUSTOMER RECEIVED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. IN NO EVENT SHALL WIN BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICE, INCLUDING THE USE OF OR INABILITY TO USE EMERGENCY 911 SERVICES, AND INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY HOWEVER ARISING, INCLUDING NEGLIGENCE AND APPLY WHETHER OR NOT WIN WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

25. Termination by Customer. Customer may terminate all or any portion of the Services or lease of WIN Equipment by provi

The effective termination date shall be seven (7) days from the date WIN receives notice from Customer or any other later date specified by Customer, and Customer directly surrendering all WIN Equipment to WIN. If Customer terminates this Agreement prior to fulfilling the term of the Minimum Service Term, Customer shall be responsible for

. WIN shall have the right to immediately declare the entire early termination fee amount due and payable, and Customer shall pay WIN such amount for Services along with any other payments owed and accruing prior to termination, as well as all other costs and fees set forth herein, including but not limited to the recovery fee set forth herein and any other fees that the WIN may charge Customer ed

discretion, to waive any fee or charge on a case by case basis.

26. Termination by WIN. WIN may terminate all or any portion of the Services or WIN Equipment lease at any time for any reason or no reason, in its sole discretion, in accordance with applicable law. If Customer breaches any term or condition of this Agreement, then WIN shall have the right to terminate this Agreement immediately upon written notice to Customer. In the event a Customer has breached this Agreement and WIN terminates this Agreement prior fulfilling the term of the Minimum Service Term, Customer shall be responsible for paying an early

termination fee amount due and payable, and Customer shall pay WIN such amount for Services along with any other payments owed ()-28(a)-3(665a)9(s)-6(o)-39Q(a)-3(l)-4(l6410056-67)-4(792 rTY9W*nBT/F2 0 g0 G(p)-3(a)-3(y)7(m)-6(e)-3(n)-3(t)11(s)

37. Counterparts. This Agreement may be executed in any number of counterparts (and may be delivered by facsimile or other suitable electronic means), each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

38. Important Customer Information. In addition to the terms and conditions set forth in this agreement, service is subject to the applicable Acceptable Use Policy and Privacy Policy, which should be read carefully before activating the applicable service. Video subscribers also subject to the Video Subscriber Privacy Notice. These documents can be found at <https://westianet.com/company-policies/>. Copies of these documents are also available at our Corporate Headquarters at 112 East Main Street, Breda, IA 51436 or our Carroll Retail Operation I tyt Ma8pd 0 612 792o4.14 T.4(l)-460 G(6(v))