



TV and Internet Usage Terms

This Services Agreement (“Agreement”) sets forth the terms and conditions by which LVT Corp (“LYNXX NETWORKS”). will provide Internet Services and/or TV Services to the person(s) signing this Agreement (individually and collectively the “Customer”). Each Customer shall individually have all the rights and obligations of a Customer under this Agreement. LYNXX Networks and Customer agree to be bound by this Agreement. This “Agreement” includes: (i) the Terms and Conditions set forth below and on the reverse side; (ii) any Application for Services signed by a Customer (“Application”); and (iii) the following documents, as applicable: (a) Internet Services – LYNXX Network’s General Terms and Conditions for Internet Services, at www.getlynxx.com, and/or (b) TV Services – LYNXX Networks General Terms and Conditions for TV Services, at www.getlynxx.com, each of which is incorporated herein by reference, as applicable, and may be amended from time to time by LYNXX Networks in its sole discretion. Copies of the above are available at no charge upon request.

Services. LYNXX Networks shall provide to Customer those Internet Services and/or TV Services identified on any Application or otherwise requested by Customer (the “Services”) at the Service Address identified on any Application (the “Premises”). Services are furnished to Customer for use at the Premises only. Customer may not resell, sublease, or rent any Services to others. Neither Customer nor any user (whether or not use was authorized) of the Services (“User”) may use the Services for any unlawful or improper purpose or in such a way that interferes with LYNXX Networks’ network, business operations, employees or other customers. Customer acknowledges and agrees that LYNXX Networks has no control over and is not responsible for any content transmitted to Customer through the Services. Customer agrees to use the Services in a manner consistent with all applicable local, state, federal and international laws and regulations (“Applicable Law”). Without limiting this Agreement, use of Internet Services by Customer or any User must comply with LYNXX Networks’ “Acceptable Use Policy” at www.getlynxx.com, which is incorporated herein by reference and which may be amended from time to time by LYNXX Networks in its sole discretion. A copy of LYNXX Networks’ Acceptable Use Policy is available at no charge upon request.

Equipment; System. Any in Premises equipment provided by LYNXX Networks (“Equipment”) and the system of wires, cables, fiber and additional Premises equipment owned by LYNXX Networks (the “System”) used to provide the Services, shall remain LYNXX Networks’ sole property. Title to the Equipment and the System shall remain with LYNXX Networks at all times and Customer shall have no rights or interest therein. Under no circumstances may Customer move or relocate the Equipment or System for use at another location. Customer shall keep the Equipment and System in good condition. If Customer fails to return in good condition any Equipment within ten (10) days of the date of termination of this Agreement by either scheduling an appointment for LYNXX Networks to retrieve the Equipment (which shall be billed at LYNXX Networks’ current hourly rates) or by Customer returning the Equipment to LYNXX Networks’ office, Customer will be responsible for the Equipment replacement charges. The replace-



ment charges for unreturned or damaged Equipment are the then-current replacement costs of the same or like equipment. Customer must notify LYNXX Networks' promptly of any Equipment or System failure or malfunction. LYNXX shall repair or replace Equipment and the System, except that Customer shall be responsible for all costs incurred by LYNXX Networks to repair or replace the Equipment and/or System if such repair or replacement is caused by Customer's or any User's negligent or willful conduct. Customer agrees that no other person besides LYNXX Networks' shall repair or replace the Equipment or System without the express written consent of LYNXX Networks.

Access. Customer hereby grants, without fee, to LYNXX Networks all easements and rights-of-way on, under, above, and across the Premises necessary to install, maintain, inspect, remove, repair and replace the Equipment and the System. Customer further grants to LYNXX Networks, its employees and agents the right to enter the Premises for the same purposes. Upon termination of this Agreement, LYNXX Networks shall have the right but not the obligation to remove the System. In the event that Customer is not the owner of the Premises, Customer warrants that Customer has the consent of the owner of the Premises to grant LYNXX Networks the reasonable access provided herein.

Default. Customer shall be in "Default" of this Agreement if: (i) Customer or a User has tampered with or abused Equipment or the System; (ii) Customer or a User has violated LYNXX Networks' Acceptable Use Policy; (iii) Customer fails to make payment of any charges when due and fails to make such payment within ten (10) days after LYNXX Networks provides Customer with notice that payment has not been made; or (iv) Customer breaches any of the other terms and conditions of this Agreement and said breach is not cured within twenty (20) days after LYNXX Networks provides Customer with notice of such breach.

Remedies. Unless prohibited by Applicable Law, LYNXX Networks may, at its option and without notice or demand, exercise all or any one or more of the following remedies in the event of a Default: (i) declare immediately due and payable all invoices and all other sums due including any "Early Termination Fee" set forth below; (ii) suspend Services, in which case standard charges for the Services and Equipment shall continue to accrue until the account is canceled by Customer; and (iii) terminate this Agreement. A reactivation fee of \$25.00 applies if Customer's Service has been suspended or terminated.

Term. This Agreement shall commence: (i) on the installation date of the Equipment; or (ii) if Customer is already receiving the Services on the date set forth on the reverse side (the "Effective Date"). Unless either party provides notice to the other, this Agreement shall automatically renew as a month-to-month contract subject to LYNXX Networks' then-current prices for Services. During this time: (i) Customer may terminate this Agreement at any time



upon notice to LYNXX Networks, which termination shall be effective on the next business day after receipt of such notice; and (ii) LYNXX Networks may terminate this Agreement upon thirty (30) days' notice to Customer.

Termination. Notwithstanding anything to the contrary herein: (i) LYNXX Networks may terminate this Agreement immediately upon notice to Customer if Customer is in Default; and (ii) LYNXX Networks may terminate Services at any time, without notice to Customer: (a) to the extent permitted in LYNXX Networks' Acceptable Use Policy; (b) if the termination is necessary to prevent theft of Services; or (c) is necessary to reduce or prevent signal leakage, as described in 47 CFR 76.611. Termination of this Agreement for any reason does not release Customer from the obligation to pay all charges due under this Agreement.

Early Termination Fee. If Customer terminates this Agreement (i.e., cancels the Services) or LYNXX Networks terminates this Agreement (i.e., disconnects the Services) as a result of a Default by Customer within the first nine months from the effective date, Customer shall pay an "Early Termination Fee" equal to the full amount of any installation fees waived or credited by LYNXX Networks plus the amount of any promotional discount or credit, and/or the fair market value of any promotional item, given to Customer as consideration for entering into this Agreement.

Fees. The monthly fees for Services are as set forth on the Application. Notwithstanding, LYNXX Networks reserves the right, in its sole discretion, to increase the monthly fees for Services by no more than thirty percent. The monthly fees for Services are LYNXX Networks' then-current prices for Services. Customer may not elect to be put on "Temporary Suspend" status while in an active promotion.

Payment. Prior to the Effective Date any installation fees and the monthly fees for Services for the first month are due. LYNXX Networks shall bill Customer monthly in advance for the recurring monthly fees associated with the Services and in arrears for the fees for all usage sensitive Services (e.g., pay-per view, video on demand). Customer is responsible for payment of all charges on the bill issued by LYNXX Networks including, without limitation, taxes, regulatory charges, regulatory cost recovery charges, surcharges and franchise fees, which are subject to change without notice. Customer agrees to make payments by the due date on the monthly bill. Payments are late if not received by LYNXX Networks by the due date. UNLESS CUSTOMER GIVES NOTICE TO LYNXX NETWORKS OF A GOOD FAITH BILLING DISPUTE WITHIN SIXTY (60) DAYS AFTER PAYMENT OF A DISPUTED AMOUNT IS DUE, CUSTOMER WAIVES ANY RIGHT TO CHALLENGE THE DISPUTED AMOUNT. LYNXX Networks may charge Customer the actual costs incurred with respect to any authorized demand by LYNXX Networks for payment of a bill from Customer's designated financial institution which is rejected by the financial institution (e.g., NSF charge) plus a reasonable administrative processing fee not to exceed these actual costs. Subject to Applicable Law, Customer agrees to reimburse LYNXX Networks for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by LYNXX Networks to collect payment. LYNXX Networks reserves the right to require Customer to pay a deposit for the establishment or continuation of Services.



WARRANTIES. SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES AS TO CONTINUOUS AVAILABILITY OF THE SERVICES, ANY SPECIFIC FEATURES OF THE SERVICES (E.G. INTERNET TRANSMISSION SPEEDS), OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. LYNXX NETWORKS IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS OR ACTS OF GOD.

LIMITATION OF LIABILITY. LYNXX NETWORKS, ITS AGENTS, EMPLOYEES, OFFICERS, CONTRACTORS, SUPPLIERS AND LICENSORS SHALL IN NO EVENT BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR WORK-STOPPAGE, LOSS OF DATA, LOSS OF GOODWILL, LOST PROFITS, LOST OPPORTUNITY, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES AND ANY AND ALL DAMAGES RELATED TO THE INSTALLATION, OUTAGE, MAINTENANCE, REPAIR, REPLACEMENT, INSPECTION, REMOVAL, USE OR FAILURE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM EVEN IF LYNXX NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, LYNXX NETWORKS' SOLE LIABILITY, IF ANY, FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR FAILURE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE APPLICABLE TO THE PERIOD TO WHICH THE SERVICES, EQUIPMENT AND/OR SYSTEM WERE AFFECTED. THESE LIMITATIONS AS WELL AS THOSE LIMITATIONS SET FORTH IN THE DOCUMENTS THAT FORM THIS AGREEMENT WILL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

INDEMNIFICATION. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD LYNXX NETWORKS, ITS AGENTS, EMPLOYEES, OFFICERS, CONTRACTORS, SUPPLIERS AND LICENSORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH THE USE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM, THE CONTENT SUBMITTED, POSTED OR UPLOADED TO OR THROUGH THE SERVICES ANY VIOLATION OF THIS AGREEMENT, APPLICABLE LAW, OR ANY RIGHTS OF ANOTHER. THESE OBLIGATIONS WILL SURVIVE TERMINATION OF THIS AGREEMENT AND CUSTOMER'S USE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM. LYNXX NETWORKS RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER



SUBJECT TO INDEMNIFICATION, IN WHICH EVENT CUSTOMER WILL COOPERATE WITH LYNXX NETWORKS IN ASSERTING ANY AVAILABLE DEFENSES.

GOVERNING LAW; JURISDICTION; VENUE. This Agreement will be governed by and construed under the laws of Wisconsin. THE PARTIES IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION (INCLUDING PERSONAL JURISDICTION) AND VENUE OF THE STATE AND FEDERAL COURT HAVING JURISDICTION FOR CAMP DOUGLAS, WISCONSIN.

Amendments. Customer may not amend this Agreement except by a writing signed by both parties. Any amendments permitted by this Agreement to be made by LYNXX Networks in its sole discretion shall become effective thirty (30) days after notice from LYNXX Networks to Customer. Otherwise, LYNXX Networks may amend this Agreement upon not less than thirty (30) days' notice; provided, however, if Customer does not wish to be bound by such amendment, Customer may terminate this Agreement as provided under the "Term" Section of this Agreement. Customer's use of any of the Services after the effective date of any amendment shall constitute Customer's acceptance of and agreement to such amendment.

Notice. Notice shall be provided to the other party in the following manner: (i) To LYNXX Networks: by calling LYNXX Networks at 608-427-6515; by delivering written notice to LYNXX Networks' office; or by depositing written notice in the U.S. Mail, postage prepaid, addressed to LYNXX Networks, Attn: Customer Service Department, PO BOX 267, Camp Douglas, WI, 54618; and (ii) To Customer: by depositing written notice in the U.S. Mail, postage prepaid, addressed to the Customer at the Premises or the Bill to Address on an Application; or sending written notice to Customer's E-mail address.

Miscellaneous. Customer shall not assign this Agreement or any right or obligation hereunder without LYNXX Networks' prior written consent. LYNXX Networks may assign this Agreement in whole or in part. This Agreement shall be binding upon the parties' successors and permitted assigns. Failure to enforce any right or remedy available under this Agreement is not a waiver. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement is the entire agreement between LYNXX Networks and Customer and supersedes any inconsistent or additional promises, representations, warranties or statements made to Customer by any employee or agent of LYNXX Networks. LYNXX Networks may convert this Agreement to electronic format, which shall be given the same effect as the original.

PLEASE READ THIS AGREEMENT CAREFULLY. SIGNATOR ACKNOWLEDGES THAT HE/SHE IS AT LEAST 18 YEARS OF AGE. BY SIGNING THE APPLICATION FOR SERVICE OR BY USING THE SERVICES CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT.