



## Managed Home Wi-Fi Agreement

This Agreement ("Agreement") sets forth the terms and conditions by which Lemonweir Valley Telephone Company dba LYNXX ("LYNXX") will provide Managed Home WIFI Services to the customer(s) signing the application (individually and collectively the "Customer"). Each Customer shall individually have all the rights and obligations of a Custom under this Agreement. LYNXX and Customer agree to be bound by this Agreement.

Services. LYNXX shall provide to Customer its Managed Home WIFI Services (the "Services") at the Service Address identified above (the "Premises"). Customer must receive broadband services from LYNXX or one of its affiliates in order to receive Services under this Agreement. 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's network, business operations, employees or other customers. Customer agrees to use the Services in a manner consistent with all applicable local, state, federal and international laws and regulations ("Applicable Law").

Gigacenter. The Gigacenter wireless router provided by LYNXX (the "Gigacenter") used to provide the Services shall be installed at the Premises without charge by LYNXX. The Gigacenter shall remain LYNXX's sole property. Title to the Gigacenter shall remain with LYNXX at all times and Customer shall have no rights or interest therein. Under no circumstances may Customer move or relocate the Gigacenter for use at another location or within the Premises. Customer shall keep the Gigacenter in good condition. If Customer fails to return to LYNXX in good condition the Gigacenter within ten (10) days of the date of termination of this Agreement by either scheduling an appointment for LYNXX to retrieve the Gigacenter or by Customer returning the Gigacenter to LYNXX's office, Customer will be responsible for the Gigacenter replacement charges. The replacement charges for an unreturned or damaged Gigacenter are the then-current replacement costs of the Gigacenter or like equipment. Customer must notify LYNXX promptly of any Service failure.

LYNXX shall repair or replace the Gigacenter, except that Customer shall be responsible for all costs incurred by LYNXX to repair or replace a Gigacenter if such repair or replacement is caused by Customer's or any User's negligent or willful conduct or Customer's or any User's connected network or devices. Customer agrees that no other person besides LYNXX shall repair or replace the Gigacenter without the express written consent of LYNXX.

Default. Customer shall be in "Default" of this Agreement if: (i) Customer or a User has tampered with or abused the Gigacenter; (ii) Customer or a User has violated LYNXX's Acceptable Use Policy; (iii) Customer fails to make payment of any charges on or before the day such payment is due and fails to



make such payment within ten (10) days after LYNXX 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 provides Customer with notice of such breach.

**Remedies.** LYNXX 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; (ii) suspend Services, in which case standard charges for the Services 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 account has been suspended or terminated.

**Term; Termination.** This Agreement shall commence on the installation date of the Gigacenter and shall continue in effect on a month-to-month basis subject to LYNXX's then-current prices for Services until terminated by either party as follows: (i) By LYNXX: by providing not less than thirty (30) days' notice to Customer; and (ii) By Customer: at any time by providing notice to LYNXX. Notwithstanding anything to the contrary herein, if Customer is in Default, then LYNXX may terminate this Agreement immediately upon notice to Customer. Termination of this Agreement does not release Customer from the obligation to pay all charges due under this Agreement.

**Fees.** The monthly fee for Services and the charge for additional Gigacenters to expand WIFI coverage shall be LYNXX's then-current monthly rates. The monthly fee for Services is \$9.95. The monthly fee for additional Gigacenters is \$5.00.

**Payment.** LYNXX shall bill Customer monthly in advance the fees associated with the Services. Customer is responsible for payment of all charges on the bill issued by LYNXX including, without limitation, taxes, regulatory charges, and regulatory cost recovery charges, 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 by the due date. LYNXX may charge Customer the actual costs incurred with respect to any authorized demand by LYNXX 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 for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by LYNXX to collect payment.

**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, 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 IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS OR ACTS OF GOD.



LIMITATION OF LIABILITY. LYNXX, 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 EVEN IF LYNXX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, LYNXX'S SOLE LIABILITY, IF ANY, FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR FAILURE OF THE SERVICES, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE APPLICABLE TO THE PERIOD TO WHICH THE SERVICES 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, 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, 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. LYNXX RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION, IN WHICH EVENT CUSTOMER WILL COOPERATE WITH LYNXX 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. LYNXX may amend this Agreement upon not less than thirty (30) days' notice. If Customer does not wish to be bound by the amendment, Customer may terminate this Agreement as provided herein. 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: by calling LYNXX at 608-427-6515; by delivering written notice to LYNXX's office; or by depositing written notice in the U.S. Mail, postage prepaid, addressed to LYNXX, 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 the reverse side; 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's prior written consent. LYNXX 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 and Customer regarding the subject matter hereof and supersedes any inconsistent or additional promises, representations, warranties or statements made to Customer by any employee or agent of LYNXX. LYNXX may convert this Agreement to electronic format, which shall be given the same effect as the original.

By signing the application or by using the services customer agrees to be bound by this agreement. Signator acknowledges that he/she is at least 18 years old. By signing his/her name electronically in the application, signator is agreeing that the electronic signature is the legal equivalent of his/her manual signature.