

Dedicated ISP Service Agreement General Terms and Conditions

1. **Provision of Services.** The services identified on the Account Information page of this Agreement (the "Services") as well as any additional equipment and/or facilities required for Adams to provide the Services requested by Customer shall be provided pursuant to these General Terms and Conditions, any additional terms and conditions set forth on the Account Information page of this Agreement, and Adams' Acceptable Use Policy ("AUP") which may be amended from time to time and found at www.adams.net/service/terms-conditions.html. Failure by Customer or any person utilizing the Services provided to Customer to abide by these General Terms and Conditions, any additional terms and conditions set forth on the Account Information page of this Agreement, or Adams AUP shall subject Customer's Services to immediate termination by Adams.

2. **Automatic Renewal.** **Beginning on the expiration of the initial term, this Agreement shall automatically renew on an annual basis on the anniversary of the Effective Date. However, either party may terminate this Agreement, by giving the other party written notice of its election to terminate at least sixty (60) days in advance of the first or any subsequent anniversary of the Effective Date.**

3. **Payment.** Adams shall invoice Customer for charges incurred on or about the 6th day of every month and payment of such charges shall be due from Customer on or about the 26th day of every month as specified in such invoice. Invoices shall reflect all charges set forth in this Agreement as well as all applicable taxes and additional charges for additional CPE and/or facilities requested by Customer. If Customer fails to make any payment when due, Customer's account shall be in default. Accounts in default are subject to immediate termination or suspension, as well as a late payment charge of up to 5% per month on the outstanding balance due. In addition, Customer shall pay reasonable expenses, including without limitation attorneys' fees and court costs, incurred by Adams in connection with enforcement of its rights under this Agreement.

4. **Credit History.** Customer consents to Adams obtaining Customer's payment history and other credit information from and/or disclosing such information to credit reporting agencies, credit bureaus and/or private credit reporting associations.

5. **Charge Adjustments.** Adams may adjust the charges for Services by giving written notice of an adjustment to Customer not less than thirty (30) days in advance of the date on which the adjustment is to become effective. Upon receiving written notice of a charge adjustment, Customer may terminate this

Agreement without any obligation to pay generally applicable cancellation charges by giving written notice of its election to terminate to Adams prior to the proposed effective date of the charge adjustment.

6. **Customer Premise Equipment.**

a. **Purchased or Leased:** In order to receive certain Services (e.g., wireless or DSL), Customer may be required to install certain additional Customer Premises Equipment ("CPE"). Customer may lease such CPE from Adams upon additional terms and conditions, and for an additional charge which shall be provided to Customer upon request. Alternatively, at Customer's request Adams will purchase and configure CPE for Customer for an additional charge which shall be provided to Customer upon request. Adams does not guarantee the Services to be compatible with any CPE that is not installed by Adams.

b. **Adams CPE:** CPE provided by Adams ("Adams CPE") shall be used by customer solely in connection with Service provided by Adams. Customer shall maintain Adams CPE in good working condition and be responsible for all loss or damage to Adams CPE, excluding any such loss or damage caused by Adams' employees or agents. Adams CPE provided to Customer shall at all times remain the sole and exclusive property of Adams. Upon termination of Customer's Service for any reason, (i) Customer's right to possess, access and use Adams CPE shall terminate absent Adams written authorization to continue possessing, accessing and using such Adams CPE, and (ii) absent such authorization Customer shall return all Adams CPE to Adams or pay the full price for such Adams CPE (without any credit for rental payments made) within ten (10) days of the termination of Customer's Service. To return Adams CPE, Customer shall (1) call Adams to receive a return Materials Authorization number, and (2) ship the equipment back to Adams at Customer's sole expense, to be received no more than twenty (20) days after termination of Customer's Service. Risk of loss concerning returned Adams CPE shall remain with Customer until receipt is confirmed by Adams.

7. **Transport.** Adams shall provide Services to Customer from Adams' location. The cost of transport from Adams' location to Customer's location shall be Customer's responsibility, unless otherwise agreed in writing. Customer shall be responsible for all Terms and Conditions applicable to any facilities leased for transport to Customer's location. Any costs or other liability of any kind incurred by Adams in connection with any leased facilities shall be passed through by Adams to Customer.

8. Standard Services. Standard Service provided by Adams includes a connection to Adams' nearest point of presence ("POP") unless otherwise specified. Adams may provide connection beyond Adams' POP for an additional charge which Adams shall provide to Customer upon request. Adams personnel shall be available to identify network problems for and to provide technical support to Customer during regular business hours of 8:00a.m. to 5:00p.m., Monday through Friday, Adams' company holidays excluded. Adams Personnel shall also be available to assist Customer after regular business hours and on Adams' company holidays for additional charges which shall be provided to Customer upon request.

9. Domain Name Registration. At Customer's request and cost, and subject to their availability and Customer's ability to maintain primary domain name service, or election to purchase DNS service from Adams, Adams shall undertake to register domain names for Customer. In connection with any domain name(s) Adams shall register for Customer, Adams shall act as secondary domain name server, as required by the appropriate domain name registrar, and shall be named as the technical contact. Customer shall be responsible for and shall indemnify Adams against any and all registration and periodic maintenance fees, as well as any other liability of any nature which shall arise out of or in any way relate to the registration and/or use of any domain name(s) by or for Customer.

10. No Resale. Customer shall not promote, offer, resell or give any Services or equipment provided under this Agreement to any third party. Upon confirmation by Adams of any violation of this provision by Customer, or by Customer's principals, employees or agents, Adams may: (i) terminate the provision of Services to Customer immediately; (ii) recover from customer liquidated damages equal to two times the monthly fee for each violation for so long as the violation continues; and/or (iii) seek injunctive relief and/or available damages through state or federal courts.

11. No Warranties. **ADAMS PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT SERVICES OR EQUIPMENT PROVIDED TO CUSTOMER. ADAMS HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADAMS' SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" BASIS. IN ADDITION, ADAMS MAKES NO REPRESENTATION THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ADAMS WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS IN SERVICES. THIS SECTION WILL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.**

12. Limitation Of Liability. **ADAMS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS OR DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IRRESPECTIVE OF WHETHER ADAMS IS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, ADAMS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL THEORY SHALL UNDER NO CIRCUMSTANCES EXCEED THE TOTAL FEES PAYABLE TO ADAMS WITHIN THE MOST RECENT SIX-MONTH PERIOD PURSUANT TO THIS AGREEMENT.**

13. Third Party Actions/Occurrences Beyond Adams' Control. Adams shall not be responsible for actions of any third parties that may impact, disrupt or damage Customer's Services, equipment, software or business. While Adams disclaims any responsibility to advise Customer of any risks associated with Services, Customer acknowledges that Adams has advised Customer of the heightened risks created by "always-on" Internet connections, and Customer shall be responsible for maintaining appropriate firewall protection and other protection of its computers and/or network equipment. In addition, Adams shall not be responsible for service disruptions, delays or other problems that are the direct or indirect result of any cause or occurrence beyond Adams' control. Causes or occurrences beyond Adams' control shall include, but shall not be limited to: acts of civil disobedience; acts of God; casualty or accident; war; labor disputes; government actions; interference with or disruptions, delays or other problems with Adams' wireless signal; or disruptions, delays or other problems with Customer's local telephone service.

14. Prohibited Activities. Customer shall not do any of the following or permit any of Customer's authorized users or other third parties to do any of the following:

a. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

b. Post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component;

c. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software, or other

material protected by copyright or other proprietary rights without obtaining the prior consent of the copyright owner or right holder;

d. Disseminate unsolicited commercial e-mail that uses a third party's domain name without permission, contains falsified routing information or a misleading subject line, or is otherwise contrary to Adams' policy on "Spamming" and/or applicable state or federal law;

e. Abuse or fraudulently use the Service or any equipment provided pursuant to this Agreement in any way whatsoever whether or not specifically identified herein.

15. No Obligation to Monitor. Adams disclaims any obligation to monitor or exercise any control over the content of information passed through its system. However, Customer's use of Services in violation of Section 14 above (Prohibited Activities) shall constitute an irreparable breach of this Agreement and shall be grounds for Adams to immediately terminate or suspend Service provided to Customer, and/or remove or block Customer's access to prohibited materials.

16. Indemnification. Customer shall indemnify, defend and hold harmless Adams, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by Adams (collectively the "losses"), in so far as such losses (or actions in respect thereof) arise out of, are related to, or are based on any claim related to Customer's use of Services or any equipment provided pursuant to, or to Customer's breach of any term of this Agreement.

17. Choice of Law; Venue. The validity, construction, and performance of this Agreement shall be governed by the substantive law of the State of Illinois without regard to the conflicts of law provisions thereof. Any action relating to this Agreement must be brought in the federal or state courts, as appropriate, located in the County of Adams, Illinois, and Customer irrevocably consents to the jurisdiction of and venue in such courts.

18. No Assignment. Customer may not sell, transfer, assign or subcontract this Agreement, or any right or obligation set forth herein, without the prior written consent of Adams. Any act in derogation of the foregoing

shall be null and void.

19. No Waiver of Rights. Failure by Adams to enforce Customer's strict performance of any provision of this Agreement will not constitute a waiver of Adams' right to subsequently enforce such provision or any other provision of this Agreement.

20. Effect of Termination, Suspension or Expiration. No termination or suspension of Service to Customer, or expiration of this Agreement, shall relieve either party from the liabilities or obligations incurred prior to such termination. Without limitation, upon such termination or suspension of Service Customer shall remain obligated for any amounts due to Adams pursuant to the terms of this Agreement. In the event of termination of Service to Customer due to default or the undertaking of any prohibited activity by Customer, Customer's authorized user or any third party in connection with Customer's account, Customer shall be responsible for an Early Termination Fee in the amount of sixty percent (60%) of all monthly recurring charges attributable to Customer's account multiplied by the number of months between such termination and the natural expiration of the then current term of this Agreement.

21. Severability. If any portion of this Agreement shall be held by a court of competent jurisdiction for any reason to be invalid or unenforceable, the remaining portion or portions shall nevertheless be considered valid, enforceable and this Agreement shall be carried into effect without the invalid or unenforceable portion unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

22. No Oral Modifications. No agreement or variation of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by the parties hereto. All section titles and captions contained herein are for convenience and reference only and shall not be considered as part of the content of this Agreement.

23. Binding Upon Successors and Assigns. Notwithstanding any limitation on assignments, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, or successors.