



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

1. **Agreement.** This Services Agreement between the undersigned ("Customer"), and Breda Telephone Corp., doing business as Western Iowa Networks (together with any subsidiaries or affiliates providing service, "WIN") sets forth the terms and conditions that govern Customer's receipt of Services (as hereinafter defined) from WIN, and all documents incorporated herein by reference, including the Terms and Conditions section of the Service Catalog, Customer Application, Video Subscriber Privacy Notice, Acceptable Use Policy, and Privacy Policy (collectively referred to hereinafter as the "Agreement") contains the entire Agreement between Customer and WIN for the use and payment of the Services as identified on the Customer Application.

2. **Services.** WIN agrees to provide Services to Customer as requested on the applicable Customer Application, subject to Customer meeting the terms and conditions of this agreement, and to the availability of Services and facilities at Customer's address, which may include, video, Internet, and/or voice Services, (the "Services"). Customer's use of Services is governed by this Agreement and by attaching a written or electronic signature to this agreement, Customer affirmatively requests such Services, and agrees to comply with all of the applicable terms, conditions and provisions contained herein. Customer's acceptance of Services constitutes Customer's acceptance of the terms and conditions contained in this Agreement, as well as the terms and conditions contained in the additional documents referenced above. WIN's providing Services at Customer's address constitutes WIN's acceptance of the terms and conditions contained in this agreement, as well as the terms and conditions contained in the additional documents referenced above. Customer acknowledges and agrees that Customer may not rely on any oral or written statements by WIN's representatives and WIN shall have no liability to Customer except as described in this Agreement.

3. **Monthly Charges; Billing Statements.** In return for WIN providing Services, Customer agrees to pay WIN for all use of Services as billed by WIN, and including all charges for installation, WIN Equipment (as hereinafter defined), and any other service charges or fees and all applicable local, state or federal surcharges, fees and taxes. All Services charges will be billed monthly in advance for recurring monthly charges. Other charges will be billed in the next monthly billing cycle following installation or as otherwise stated in the Fee Schedule (as hereinafter defined). Customer agrees to pay all charges on the billing statement by the due date stated on Customer's monthly bill. Customer shall be in default if payment is not received by the due date stated on the billing statement. If Customer's payment by check is returned unpaid, Customer shall immediately be in default and subject to a returned payment fee equal to the maximum amount permitted by law. If Customer's account is unpaid ten (10) days after the due date, WIN may disconnect Services and/or charge Customer late fees as stated in WIN's Fee Schedule. In the event Services are disconnected, an additional reconnect charge shall be billed to Customer and Customer shall be required to pay all charges owing WIN and shall also be required to commence a new Minimum Service Term (as hereinafter defined) in order to restore Services. If Customer's account is past due, Customer agrees to pay WIN any costs and expenses incurred as a result of any collection expense incurred (including reasonable attorney's fees and costs) by WIN in collecting any amounts due under this Agreement. WIN shall send Customer a billing statement for each billing cycle (usually once a month) on a Customer's account at the beginning of each month for the upcoming month's recurring charges and other charges incurred during the previous month. Billing statements will show the amount due to WIN with invoiced charges and fees, and all payments or credits to Customer's account, and the payment due date. In the event a Customer believes a billing statement is incorrect, Customer shall contact WIN immediately and WIN agrees to attempt to reasonably resolve such dispute in a timely manner. Customer agrees to dispute any billing statement within sixty (60) days of receiving such billing statement, otherwise Customer shall have waived the right to dispute such billing statement if not disputed by Customer within such time period.

**4. Minimum Service Term.** This Agreement shall commence upon the installation date for Services or WIN Equipment as stated on the Customer Application (the "Effective Date") and shall continue thereafter and remain in effect for a period of twenty-four (24) consecutive months (the "Minimum Service Term"), unless terminated early by either party as described herein. If Customer only receives voice Services without video and/or Internet Services, then the Minimum Service Term for such Customer shall only be for a period of twelve (12) consecutive months. In the event a Customer modifies and adds Services or WIN Equipment, and the Customer executes a new agreement with WIN, then the Minimum Service Term shall restart from the date of such modification or addition of Services or WIN Equipment. For all Customers, upon the expiration of the Minimum Service Term, Customer shall automatically continue to receive Services or use WIN Equipment on a month-to-month basis until such Services are terminated by Customer or canceled by WIN, or WIN Equipment is returned in accordance with this Agreement. In order to induce Customer to enter into a long-term relationship with Customer, WIN may offer a promotion or discount in connection with the Services and/or WIN Equipment, such as free installation or equipment, reduced pricing, rebates or other incentives, to Customer. In the event Services are disconnected or canceled prior to the end of the applicable Minimum Service Term, in addition to any other applicable fees, Customer agrees to pay WIN a recovery fee equal to the promotion received or discount given. In the event of a discount the recovery fee shall be equal to the difference (calculated by WIN in accordance with its standard business practices) between the regular price of the Services and/or WIN Equipment at the time Customer accepted the discount and the discount price Customer paid during the time it received Services under this Agreement. Recovery fees are cumulative and shall be in addition to any other charges or fees Customer may owe WIN and any fees or charges that WIN may charge Customer upon termination in accordance with this Agreement. Recovery fees shall be billed by WIN within thirty (30) days of termination or cancellation of Services and shall be paid by Customer upon the due date stated on the billing statement.

**5. Fee Schedule.** WIN may charge additional fees that arise in specific circumstances pursuant to this Agreement. The following list of fees are charges that may be incurred by Customer, and WIN reserves the right to modify these fees or charge additional fees, which in all cases WIN will charge Customer the lesser of the fees listed below or the maximum amount permitted under applicable law:

- (a) **Late Fee.** In the event Customer fails to make full payment within ten (10) days of the billing due date, Customer shall pay a late fee equal to 1.5% of the delinquent amount, not to exceed \$15.00, or the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full.
- (b) **Returned Payment Fee.** In the event a bank or financial institution refuses to honor any payment, draft or instrument submitted for payment by Customer, Customer shall pay a returned payment fee up to \$25.00 per returned payment.
- (c) **Reconnect Fee.** In the event Customer's Services are reconnected by WIN, Customer shall pay a reconnect fee up to \$35.00.
- (d) **Move Fee.** In the event a Customer's services are moved for any reason to a new service address by WIN, a customer shall pay a move fee up to \$70.00.
- (e) **Modification Fee.** In the event a Customer's Services are modified for any reason by WIN, Customer shall pay a modification fee up to \$15.00.
- (f) **Equipment Fee.** Customer understands and agrees it shall be charged a monthly lease fee as stated in the Customer Application per each item of WIN Equipment leased by Customer pursuant to this Agreement. Customer understands and agrees that the lease fee shall be subject to change at any time by WIN.
- (g) **Replacement Fee.** In the event Customer fails to return WIN Equipment upon termination of Services or in the event Customer returns damaged WIN Equipment, Customer shall pay a replacement fee equal to the retail price of the non-returned or damaged equipment.
- (h) **Hourly Rates.** In the event customer utilizes WIN employees on an hourly rate, then the customer shall pay the current hourly rate with the first hour being billed in full, while additional time will be billed in half hour increments between the hours of 8:00AM and 4:30PM Monday-Friday. In the event hours are worked outside of the hours previously mentioned the customer shall pay 1 ½ times the hour rates previously mentioned.

- (i) **Credit Check; Deposits; Credit Reporting.** In connection with a request or application for any Service, WIN may conduct an investigation into Customer's credit-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 Customer's credit and payment history, WIN's Terms of Service and any applicable laws or regulations. If Service is canceled or disconnected for any reason, WIN may, subject to WIN's 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.** In the event a Customer's Services or Lease of WIN Equipment are disconnected prior to fulfilling the term of the Minimum Service Term as outlined further in this agreement, then Customer shall pay the full retail price for any unreturned or damaged WIN Equipment, plus \$50.00 per terminated service if there is more than one month but less than 12 months remaining in the Minimum Service Term, or \$100.00 per terminated service if there are more than 12 months remaining in the Minimum Service Term. If there is less than one month remaining in the Minimum Service Term, or if Customer moves outside of the WIN serving area, no early termination fee for Services will be required.
- (k) **Cost Recovery Fee.** In the event Customer executes this service agreement, but notifies WIN after facilities are constructed to Customer's premise, they no longer wish to subscribe to any WIN services, Customer shall pay a cost recovery fee of \$300.

**6. Customer Accounts.** Customer accounts are assigned to the Customer signing this Agreement, and listed on the Customer Application and such Customer shall be treated as the account owner for all purposes herein. Customer may not assign or transfer rights or obligations under this Agreement without the express written consent of WIN. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number. Customer agrees to provide true, accurate, current and complete contact information about Customer, and Customer shall be responsible for keeping all billing information with WIN up-to-date and accurate. Furnishing false information to WIN is grounds for immediate disconnection of Services and may subject Customer to civil or criminal liability. Customer may designate one or more "authorized users" who will have access to account information and may make certain account changes in accordance with WIN's policies and applicable laws and regulations. As the owner of the account, Customer is responsible for designating (or changing the designation) of any authorized users. Customer will hold WIN harmless from any claims arising from account instructions given or inquiries made by Customer or any authorized user. All use of Services, whether or not authorized by Customer or authorized user, shall be deemed Customer's use and Customer shall be liable for any and all such use of Services and any charges incurred on Customer's account resulting from such use of Services. Customer shall grant WIN the right to assume any orders made on behalf of Customer's account as having been authorized by Customer and Customer shall be solely and exclusively responsible for such charges incurred and agrees to pay the same when due and shall indemnify and hold WIN harmless for all liability for such charges. Customer agrees that WIN shall not be liable for the quality of any content, merchandise, products, or other services made available to Customer via the Services, for the representations or warranties made by the seller or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item.

**7. Privacy.** WIN collects personally identifiable information about current and prospective Customers. WIN's use and disclosure of such personally identifiable information is governed by WIN's Privacy Policy a copy of which shall be provided to Customer upon WIN's acceptance of the Customer Application for Services. Customer hereby acknowledges receipt of WIN's Privacy Policy incorporated herein by reference and hereby made a part of this Agreement. Customer hereby consents to the collection, use and disclosure of personally identifiable information and other information as described in WIN's Privacy Policy, as it may be amended from time to time.

**8. Video Service.** For video service, "Services" are defined as WIN's furnishing of video and/or audio programming services such as basic, standard, or premium programming and pay-per-view or other similar programs, and associated Equipment. For a complete overview of video Services offered, current prices and options for installation and service, Customer should consult the service brochures available in WIN's offices or speak with a WIN customer service representative. Pricing applicable to specific services may depend on the service package and/or service term. For the current channel positions of all programming carried on WIN's video system, Customer should consult the channel lineup card available in WIN's offices and on the WIN company website or speak with a WIN customer service representative. Instructions on how to use the video Service and associated equipment are provided upon installation and are available from WIN upon request. Customer understands and agrees that WIN shall retain the unrestricted right to add to, change or delete any of its video Services at any time, and may also change the term and conditions of such Services and the charges for such Services. WIN shall give Customer reasonable prior notice of increases or other changes in its charges in conformity with applicable law and local franchising requirements. Customer understands and agrees that, without liability to WIN, the content, programs, and/or formats of video Services may be discontinued, modified, or changed by the owners of such Services at any time without prior notice. WIN cannot

control the lawful "blacking out" of certain special events or programs, and WIN has no responsibility for such matters. Customer represents and warrants that the requested video Services are for residential premises of Customer and may be used only by Customer, members of Customer's household and guests. Customer agrees that video Services may not be resold or extended beyond Customer's premises and Customer shall not redistribute nor retransmit programming or attempt to make a profit from the receipt of such video Services. In addition to this Agreement, video Services are subject to the terms and conditions of WIN's Video Subscriber Privacy Notice, a copy of which has been provided to Customer upon installation of video Services and is incorporated herein by reference and hereby made a part of this Agreement. Customer agrees to abide by the terms and conditions of such Video Subscriber Privacy Notice as if fully set forth herein. For questions or complaints regarding video programming service, including any issues or complaints to service charges, operating equipment or quality of service, Customer should first call, email or write WIN's customer service department using the contact information listed on the monthly billing statement. WIN will make every effort to resolve any outstanding complaints or issues within ten (10) business days of its receipt of the request of complaint. If Customer has contacted WIN as required above and the question or complaint remains unresolved to Customer's satisfaction, Customer may contact the local franchising authority. The name and contact information of the local franchising authority is listed on the monthly billing statement or may be obtained by contacting WIN using the contact information listed on the monthly billing statement. WIN will provide a copy of its complaint policy as described herein, annually to Customer on the monthly billing statement or at any time upon request.

**9. Internet Service.** For Internet service, "Services" are defined as WIN's furnishing of facilities for Customer use in establishing and maintaining a high-speed connection between Customer's computer equipment or device, and the Internet. Customer understands and agrees that WIN shall retain the unrestricted right to add to, change or delete any of its Internet Services at any time, and may also change the terms and conditions of such Services and the charges for such Services. WIN shall give Customer reasonable prior notice of increases or other changes in its charges in conformity with applicable law. WIN may provide Customer with one or more toll-free numbers or local access telephone numbers and WIN shall not be liable for any long distance charges Customer may incur. Internet Services may be used only by Customer, members of Customer's household and guests. Internet Services may not be resold or extended beyond Customer's premises. In addition to this Agreement, Internet Services are subject to the terms and conditions of WIN's Acceptable Use Policy, a copy of which has been provided to Customer upon installation of Internet Services and is incorporated herein by reference and hereby made a part of this Agreement. Customer agrees to abide by the terms and conditions of such Acceptable Use Policy as if fully set forth herein.

**10. Phone Service.** For phone services, "Services" are defined as WIN's furnishing of facilities for use of regulated local exchanges services such as basic landline phone service, or any service bundles offered by WIN which include basic landline phone service. Previously, WIN provided Services pursuant to a Local Services Tariff filed with and approved by the Iowa Utilities Board. As a result of changes to applicable law and regulations, WIN no longer files or maintains a Local Services Tariff. Instead, WIN now provides Services pursuant to this Agreement, including the additional Terms of Service incorporated herein by reference. WIN provides Services pursuant to a certificate of public convenience and necessity issued by the Iowa Utilities Board, subject to the terms referenced in this agreement, and applicable rules and regulations of the Iowa Utilities Board. Current versions of WIN's Service Catalog and Terms of Service are available in electronic form on the WIN company website at <http://www.westianet.com/contact-us>. Current versions of these documents are also available at WIN's business office(s) and will be provided or made available upon request. WIN's Terms of Service contain the specific prices and charges, service descriptions and other terms and conditions not specifically set forth herein which apply to Services. This Agreement incorporates by reference the prices, charges, terms and conditions included in WIN's other Terms of Service. WIN may, from time to time, modify the Services to reflect improvements and other changes and modifications to the network. In addition, WIN reserves the right to discontinue or limit Services as required to comply with or satisfy obligations under applicable laws or regulations, including when changes to or interpretations of such laws and regulations have a material, adverse effect on the business, technical or economic feasibility of providing Services, as determined by the reasonable judgment of WIN. All bundled phone services are available to residential customers only. Customer understands and agrees that WIN shall retain the unrestricted right to add to, change or delete any of its phone Services at any time, and may also change the terms and conditions of such Services and the charges of such Services. WIN shall give Customer reasonable prior notice of increases or other changes in its charges in conformity with applicable law. In addition to this Agreement, phone Services are subject to the terms and conditions of the Service Catalog, which is available for Customer to view on request at any of WIN's business offices and is incorporated herein by reference and hereby made a part of this Agreement. Customer agrees to abide by the terms and conditions of the Service Catalog as if fully set forth herein.

**11. Federal Lifeline Program.** WIN is an eligible telecommunications carrier (ETC) within all or portions of its service area, meaning that it provides certain services supported by the federal Universal Service Fund, including the federal "Lifeline" program for qualifying low-income consumers. Single line, local residential phone service or Internet service are Lifeline-eligible services. Lifeline is a government benefit program which provides a monthly credit toward a qualified low-income subscriber's telephone or Internet bill. Only eligible low-income consumers may enroll in the Lifeline program. Consumers who meet eligibility criteria must also complete documentation necessary for enrollment. Lifeline assistance is non-transferable, and eligible subscribers may receive assistance for only one service, from only one wireline or wireless telecommunications provider per household. If you believe you may qualify for the Lifeline program, please visit the WIN company website at <http://www.westianet.com/residential-financial-assistance-programs>

or contact us to discuss program details, eligibility requirements or to request a Lifeline application. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. To report Lifeline fraud, you may contact the Federal Communications Commission Lifeline Fraud Tip Line: 1-855-4LL-TIPS (or 1-855-455-8477) or [Lifeline@fcc.gov](mailto:Lifeline@fcc.gov).

**12. WIN Equipment.** For purposes of this Agreement "WIN Equipment" includes all equipment installed in or on Customer's premises by WIN or its agents, and all equipment leased by WIN to Customer, including but not limited to, set-top boxes, switches, routers, modems, remote control units, cables, power cords and any other materials or equipment provided to Customer by WIN for use in connection with the receipt of Services. WIN Equipment is and shall at all times remain the sole and exclusive property of WIN, unless otherwise specified in writing by WIN or as provided by applicable law or regulations. Upon termination of Services, WIN shall not be obligated to retrieve any WIN Equipment from Customer and Customer agrees to return any and all WIN Equipment as provided herein. WIN herein shall lease certain equipment to Customer under the terms and conditions of this Agreement, during the term of this Agreement for the fees set forth in the Customer Application.

WIN provides customer the WIN equipment "as is" and makes no warranty, either express or implied, regarding WIN equipment provided to customer. All such warranties including, without limitation the implied warranties of merchantability and fitness for a particular purpose, are expressly excluded. WIN is not responsible for any special, incidental or consequential damages relating to the WIN equipment provided to customer.

In the event customer experiences technical difficulty with any WIN equipment that is nor operating, customer agrees to contact WIN immediately at 888-508-2946. Customer acknowledges that WIN's technical support is available seven days a week, 24 hours a day.

**13. Theft of Service or Willful Damage to Equipment.** The receipt of Services without proper payment to WIN is a crime. The law prohibits: (a) theft or unauthorized reception of Services; (b) assisting theft or unauthorized reception of Services (including the manufacturing or sale of equipment intended for such unauthorized use); and (c) willful damage, alteration or destruction of equipment or facilities installed in or located on Customer's premises or otherwise provided to Customer by WIN. Customer may be subject to both civil and criminal liability for such conduct. Customer shall be responsible for the loss or any damage to WIN Equipment that has been leased to Customer from WIN. Customer shall have no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter, modify or tamper with WIN Equipment at any time.

**14. Damaged, Lost, or Stolen Equipment.** In the event that any WIN Equipment is destroyed, damaged, lost or stolen while in Customer's possession due to Customer not taking care to safeguard the equipment, Customer may be liable for a replacement fee equal to the full retail price of the non-returned or damaged equipment in accordance with WIN's Fee Schedule as stated herein.

**15. Return of Equipment.** In the event Services are discontinued, disconnected or otherwise terminated, Customer agrees to return all WIN Equipment in good working order and in the same condition as when received (except for ordinary wear and tear), either by delivery to WIN or arranging a time for WIN to pick up at Customer's premises all applicable WIN Equipment. If any WIN Equipment is not returned in good working order, or if Customers fails to return any WIN Equipment within seven (7) days of the date Services are terminated, Customer agrees to pay WIN a replacement fee equal to the full retail price of the non-returned or damaged Equipment and any other charges in accordance with WIN's Fee Schedule stated above.

**16. Access to Premises.** Customer authorizes WIN and/or its agents access to Customer's premises upon reasonable notice from WIN during the term of this Agreement and after its termination. WIN and/or its agents shall be allowed to enter Customer's premises for the purposes of installing, maintaining, removing, connecting, inspecting, repairing, replacing, altering or disconnecting WIN Equipment which provide the Services set forth herein. Customer grants WIN and its agents a continuing license to enter into, upon and over Customer's premises periodically during the term of this Agreement and to install, connect, inspect, maintain, repair or alter its service outlets and WIN Equipment. To the extent the same is consistent with Customer's ownership of the premises, Customer hereby grants WIN a continuing easement to construct, install, maintain, and/or replace transmission facilities and all other WIN Equipment necessary or convenient in connection with the provision of the Services. In the event Customer is not the owner of the premises upon which WIN outlet and WIN Equipment are to be installed, Customer represents and warrants that Customer has obtained the consent of the owner of the premises for WIN and its agents to enter the premises and make installation and maintenance of WIN Equipment as contemplated by this Agreement. Customer agrees to indemnify, and hold WIN harmless from and against any claims arising out of the performance of this Agreement (including costs and reasonable attorneys' fees). WIN will not enter any dwelling, structure, or building on the customer premise without consent from the owner.

**17. Additional Services.** WIN's telecommunications and communications services are diverse, and not all services WIN provides are regulated or nonregulated services specifically identified in this agreement. WIN may offer or provide other products and services, including nonregulated telecommunications or communications services, which, unless otherwise specified, are not covered by this Agreement or WIN's other Terms of Service referenced herein, but

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 malfunction. Physical damage to WIN Equipment caused by a Customer's intentional or negligent misuse shall be Customer's sole responsibility, and Customer agrees to pay WIN its then current rate for the cost of repair or replacement of WIN Equipment. In certain situations, with prior approval from WIN, Customer may elect to use its own customer premise equipment instead of utilizing WIN Equipment, and Customer agrees that WIN shall not be responsible in any way for the compatibility of any Customer supplied equipment. Customer understands and agrees that WIN shall have no obligation or responsibility to install, connect, support, maintain, repair or replace any Customer owned equipment at Customer's premises, including but not limited to, Customer's television, computer, telephone, answering machine, audiovisual recording and playback device, audio equipment, software, cable modem, router, or any other equipment other than WIN Equipment.

**20. Service Interruptions.** Changes to location, quantity, type or grade of Services may be made at Customer's request or by WIN if necessary to protect the security or technical integrity of WIN's network or the network of any underlying service provider. Services may be suspended from time to time for routine maintenance or rearrangement of equipment and facilities. In the event of complete failure of Services for twenty-four (24) consecutive hours or more, Customer shall be entitled to a prorated credit for such period of time that Services are interrupted upon written request to WIN. To receive such credit, Customer must request a credit in writing within thirty (30) days of the failure, and the credit shall be applied to the next billing statement.

**21. Information and Security.** WIN makes no attempt to verify accurate receipt of any messages and is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, or other technical errors associated with the Services. Access to and use of any information or data obtained by Customer via use of the Internet shall be at Customer's own risk, and WIN shall not be responsible for the accuracy, reliability or security of any such information. Except as may be provided as a separate service under a separate agreement between WIN and Customer, WIN shall not be responsible for providing any type of system or network security and WIN makes no representations, warranties or assurances regarding the security of any system or network or the protection or privacy of e-mail or any other information transferred or communicated through any system or network. Except as otherwise expressly provided herein, Customer agrees to indemnify and hold WIN and its employees and agents harmless from any and 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 Customer's use of the Internet.

**22. Service Interruptions; Force Majeure.** In addition to other limitations on liability contained in this Agreement, WIN shall not be liable for any delay, interruption of Services, or failure to provide Services at any time or from time to time, or any interruption or degradation of Services quality that is caused by any of the following:

- an act or omission of an underlying carrier, programming provider, service provider, vendor or other third party;
- equipment, network or facility failure;
- equipment, network or facility upgrade or modification;
- equipment, network or facility shortage;
- equipment or facility relocation;
- service, equipment, network or facility failure caused by the loss of power;
- any act or omission by you or any person using the Services; or
- any other cause that is beyond WIN's reasonable control, including, without limitation, a failure of or defect in any hardware, software or equipment.

WIN shall have no liability if the performance of Services is interrupted, failed, prevented, hindered, delayed or otherwise made impracticable by reason of any acts of God, acts of nature or weather, vandalism, strikes, fire, civil disturbances, electrical power outage, computer viruses or worms, war, riot, terrorism, regulation or government actions, or any other action beyond the control of WIN.



**23. DISCLAIMER OF WARRANTY.** CUSTOMER AGREES THAT THE SERVICES PROVIDED BY WIN ARE ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. 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 OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S 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 CUSTOMER'S SOLE RISK AND NEITHER WIN NOR ITS EMPLOYEES OR AGENTS WILL BE LIABLE FOR 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 FORTH IN THIS PARAGRAPH), IT IS UNDERSTOOD AND AGREED THAT IN NO EVENT SHALL WIN'S TOTAL 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 providing WIN with at least seven (7) days advance notice of Customer's intention to terminate Services. 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 paying an early termination fee in accordance with WIN's fee schedule. 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 upon disconnection in accordance with WIN's Fee Schedule. Customer shall be liable for all WIN Equipment unreturned pursuant to WIN's Fee Schedule. Customer agrees to provide WIN any information regarding an intended moving or disconnection date at the WIN's business office during normal business hours. WIN reserves the right, in its sole 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 to Customer's fulfilling the term of the Minimum Service Term, Customer shall be responsible for paying an early termination fee in accordance with WIN's fee schedule. 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 upon disconnection in accordance with WIN's Fee Schedule. Customer shall be liable for all WIN Equipment unreturned pursuant to WIN's Fee Schedule. If WIN terminates this Agreement and Customer is not in breach of any term or conditions, then Customer shall not be charged a recovery fee or be liable for the early termination fee, however Customer shall still be liable for all WIN Equipment unreturned pursuant to WIN's Fee Schedule. In any event, upon termination by WIN, Customer shall be liable for all Services rendered by WIN prior to the termination of Services and any other fees that WIN may charge Customer upon disconnection in accordance with WIN's Fee Schedule. WIN reserves the right, in its sole discretion, to waive any fee or charge on a case by case basis.

**27. Disconnection or Discontinuance of Service by WIN.** WIN reserves the right to suspend or discontinue Services generally or partially, or to disconnect Customer's Service, at any time in its sole and absolute discretion. If WIN discontinues service generally or partially, or disconnects Customer's Services without cause, Customer will only be responsible for charges accrued and unpaid through the date of disconnection, including a prorated portion of the final month's Services charge. If Customer's Services are disconnected on account of Customer's breach of any provision of this Agreement, Customer shall be responsible for the full month's Services charge to the end of the current Services term, including, without limitation, unbilled charges plus the applicable recovery fee or other fees and charges associated with disconnection, all of which will immediately become due and payable. Customer will be responsible for any charges as provided for in Section 24. WIN shall pursue collection for unpaid amounts on disconnected accounts and may report failure to pay to credit reporting agencies.

**28. Agreement Modifications.** WIN reserves the right to modify, amend or change the terms and conditions by which it provides Services pursuant to this Agreement. WIN may make any such modifications, amendments, or changes to the terms and conditions of this Agreement at any time and shall send a notification containing the changes, and the effective date of the changes in the terms and conditions to the Customer. Customer shall retain the right to cancel Services at any time, subject to the provisions described herein. If Customer does not cancel Services after receipt of the changes in terms and conditions, Customer's continued receipt of Services shall constitute acceptance of the modified terms and conditions under the new agreement.

**29. Conflicting Terms.** In the event of a conflict in terms and conditions among this Agreement, the Service Catalog, Drop Permit, Customer Application, Video Subscriber Privacy Notice, Privacy Policy, or Acceptable Use Policy, then the terms and conditions of each document shall control in this order of priority: Service Catalog, Drop Permit, Service Agreement, Acceptable Use Policy, Privacy Policy, Video Subscriber Notice, Customer Application.

**30. No Third-Party Beneficiaries.** No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third-party beneficiary rights.

**31. Arbitration.** Except for attempts by WIN to collect amounts owed under this Agreement, any dispute arising out of or relating to this Agreement or the breach thereof, shall be referred to arbitration by either party hereto and finally settled by arbitration in accordance with the rules of the American Arbitration Association as the exclusive method of dispute resolution. The arbitration shall take place in Carroll, Iowa. The arbitration award shall be final, binding upon the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto. Judgment upon the awarded rendered may be entered by any court having jurisdiction. EACH OF THE PARTIES HEREBY UNCONDITIONALLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED BY THIS AGREEMENT.

**32. Governing Law.** This Agreement and the contractual relationship between Customer and WIN shall be governed by and construed in accordance with the laws of the state of Iowa, without regard to the principles of conflicts of law.

**33. No Waiver of Rights.** WIN's failure or delay to exercise or enforce any right, power or remedy hereunder shall not constitute a waiver of such right or provision, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

**34. Entire Agreement.** This Agreement along with the Customer Application, Terms and Conditions section of the Service Catalog, Video Subscriber Privacy Notice, Acceptable Use Policy, and Privacy Policy (including any future modifications made in accordance with this Agreement) constitutes the entire agreement between Customer and WIN and governs the use of Services by Customer, members of Customer's household and guests. This Agreement supersedes any prior agreements between Customer and WIN and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter.

**35. Severability.** In the event that any portion of this Agreement shall, for any reason, be held invalid, illegal or unenforceable in whole or in part, the remaining portion shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**36. Construction.** The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. This Agreement shall not be construed more strongly against any party, regardless of who was more responsible for its preparation. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.



**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 Operations Facility at 1780 Kittyhawk Avenue, Carroll, Iowa 51401. Copies of these documents can also be obtained via mail by request.