

ISP Services Agreement and Acceptable Use and Network Management Policy



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 NetWorks, Inc. (Adams) to provide the Services requested by Customer shall be provided pursuant to this Acceptable Use and Network Management Policy (AUP), any additional terms and conditions set forth on the Account Information page of this AUP, which may be amended from time to time and found at <http://adams.net/corporate-info/terms-conditions>. Failure by Customer or any person utilizing the Services provided to Customer to abide by Adams’ AUP shall subject Customer’s Services to immediate termination by Adams.

Adams commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices to ensure an open Internet. Adams will manage its network and provide access in accordance with the Federal Communications Commission’s (FCC’s) open Internet rules found in Part 8 of Title 47 of the Code of Federal Regulations and in compliance with any future rules adopted by the FCC.

Transparency. Adams shall make available public information on its website (<http://www.adams.net/corporate-info/terms-conditions>) regarding its network management practices, performance and commercial terms of its service sufficient for consumers to make an informed choice regarding their use of such services.

Adams will not unjustly or unreasonably prevent or interfere with competition among content, applications, service, or device providers.

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.**

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.

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 or private credit reporting associations.

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.

Customer Premise Equipment.

- 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.
- 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 Customers 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.

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.

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.

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.

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.

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.**

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.**

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.

Network Security and Congestion Management. Adams uses generally accepted technical measures to provide acceptable service levels to all customers, such as application-neutral bandwidth allocation, as well as measures to address service attacks, illegal content and other harmful activities to protect network integrity and reliability.

Adams reserves the right to prioritize traffic based on real time and non-real time applications during heavy congestion periods based on generally accepted technical measures. Adams reserves the right to set

speed thresholds on the amount of data you as a customer can upload and download within stated time periods. If you exceed these thresholds, Adams will temporarily limit the speed at which you can send and receive data over Adams' access network. Adams may use other traffic management and prioritization tools to help ensure equitable access to Adams' network for all customers.

Adams reserves the right to monitor customer usage to efficiently manage the performance of the network to ensure a sustainable quality broadband service is provided. Peak network usage is between 4 pm and 11 pm Monday – Friday and 10 am – 11 pm Saturday and Sunday. During peak usage times, priority may be given to applications such as browsing, email, streaming, instant messaging, gaming and VoIP.

Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware / software.

Congestion due to malice will be remedied using any technique available, including protocol-aware filtering and rate-limiting, to control and limit the offending source. Adams may seek criminal charges against those who inflict network malice. Adams may also attempt to recover costs incurred from network malice.

Prohibited Activities. It is not acceptable to use the Adams network for any purpose that violates local, state or federal laws or to transmit communications that might be highly offensive or damaging to any recipients or to use the service in a manner that is unintended. It is not acceptable to interfere with, violate, circumvent, misuse, distribute or disrupt network users, equipment or services, which include but are not limited to:

- 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;
- Attempts to interfere with the Service of others including users, hosts and networks. This includes “denial of service” attacks, “flooding” of networks, deliberate attempts to overload a Service, attempts to “crash” any host or post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component;
- 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;
- Attempting to obtain unauthorized access to any network or account. This includes accessing data not intended for end user customers, logging into a server or account without being expressly authorized to access or probing the security of other networks.
- 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;
- Abuse or fraudulently use the Service or any equipment provided pursuant to this Agreement in any way whatsoever whether or not specifically identified herein.

Specific Wireless Fair Access Conditions. This section is applicable to all users on our fixed wireless network only, as deployed in the towns and surrounding served areas of Barry, Baylis, Bowen, Camp Point, Canton, MO, Carthage, Clayton, Fowler, Griggsville, Hannibal, Hersman, Hull, Kinderhook, Lake Shore Hills, Liberty, Mt Sterling, New Canton, Palmyra, Payson, Perry, Pittsfield, Plainville, Timewell, Quincy, Versailles,

Warsaw, West Quincy as well as new sites deployed in the future.

Due to the shared nature of wireless connectivity, the actions of customers affect the connectivity and performance of the neighboring customers serviced from the same tower. While Adams makes significant efforts to ensure that all wireless customers receive equal minimum bandwidth allocations, there is the possibility that neighboring customers may capitalize on the available bandwidth. This section has been enacted to limit this possibility.

Exceeding Data Allocation Adams allocates a maximum threshold of bandwidth for each subscriber on its wireless network. This bandwidth may only be used for reasonable amounts of time necessary to complete retrieval of email, web pages, articles, etc. Continuously using the bandwidth allocated to download large files, send large emails, or watch video streams for long periods of time is not acceptable and may affect the performance of other wireless customers. Adams may take action against customers excessively using more than their fair share of available bandwidth as defined below.

Acceptable Usage Residential wireless subscribers may not use their wireless connections to run programs or servers that provide network content or connectivity to any 3rd party not at the location where the connection is installed. Examples of prohibited programs include, but are not limited to, mail servers, FTP servers, web servers, game servers, and proxy servers.

Commercial wireless subscribers may host one (1) email and/or one (1) web server for the sole use of that organization. These servers may not be used to host other services through the wireless connection or host email or web services for other organizations.

Residential and Commercial wireless subscribers may not resell or otherwise charge others for the use of their wireless connection. This service is for recreational, residential, personal use only and may not be used for operation of an Internet Service Provider. Commercial wireless customers are held to these same restrictions and may not use their wireless service for hosting services of any kind other than those defined above.

Peer-to-Peer (P2P) applications P2P refers to certain applications that enable files and program sharing between groups of people logged on to a P2P network. Because they use uploads and downloads and are often left running 24/7, they consume significant bandwidth and network connection end points, even when being used by just a small number of customers. Because some P2P traffic is not time-critical, e.g., downloading and uploading TV programs or movies for later viewing, we treat P2P traffic differently from time-critical traffic (such as surfing, streaming or Internet telephony) and apply speed restrictions to all P2P traffic. You can still use P2P services, but downloads will take longer during the peak times.

Violations During the hours of 7am to 11pm, the data usage of subscribers on our wireless networks is evaluated every half hour. Users who consume large amounts of data will have their available bandwidth reduced for the following half hour to 384Kbps. The bandwidth will continue to be constrained for this subscriber until data usage falls below the threshold.

Thresholds range from 60MB-105MB per half hour depending on the subscriber's data package.

Service Class	Residential	Business
Value	60 MB	75 MB
Select	75 MB	90 MB
Pro	90 MB	105 MB

File/activity type	Approximate size
Text Email	4 KB
Web page	320KB
Digital photo	1-10 MB
Music track	4MB
2 hr Netflix Movie	1.8GB
2hr Netflix High Definition Movie	3-4GB

Adams provides Spam filtering with each customer's email address. Details of this service are listed on Adams' website. Adams will not ask you for your password in an unsolicited telephone call or email. If you believe your password has been compromised, you should immediately change your password to prevent the unauthorized use of it.

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. Adams shall not unjustly or unreasonably block access to lawful content, applications, services or non-harmful devices, subject to reasonable network management.

Discrimination. Adams shall not unreasonably discriminate in transmitting lawful network traffic over a consumer's broadband Internet access service, subject to reasonable network management practices.

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.

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.

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.

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.

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 up to one hundred percent (100%) 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.

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.

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.

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.

Commercial Pricing. Please click on the following website link for pricing information including monthly prices, usage-based fees, and fees for early termination or additional network services: <http://www.adams.net/for-home/residential-high-speed>.

Contact Information. If you have any questions regarding this policy, please contact Adams customer service at: service@adams.net or 877-696-4611.