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An affiliate of Colo Telephone Co

Service Agreement

1. Terms and Conditions. This Service Agreement includes the terms and conditions under which Central Iowa Broadband, an Iowa corporation (together with any subsidiaries or affiliates providing your Service or Equipment, "we," "us" or the "Company") will provide you communications services ("Service") and ancillary equipment ("Equipment") as set forth in your Application for Service.

2. Service Commitment. By signing this Agreement, Company commits to provide and Customer commits to take all services provided by Company in the Service Application Agreement (collectively, "Service"). The Service Application Agreement is an integral part of this Agreement and is incorporated herein by reference.

3.

Minimum Service Term. This Agreement shall commence upon the installation date for Services 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. For all Customers, upon the expiration of the Minimum Service Term, Customer shall automatically continue to receive Services on a month-to-month basis until such Services are terminated by Customer or canceled by CIB in accordance with this Agreement. In order to induce Customer to enter into a long-term relationship with Customer, CIB may offer a promotion or discount in connection with the Services and/or CIB 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 CIB 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 CIB in accordance with its standard business practices) between the regular price of the Services and/or CIB 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 CIB and any fees or charges that CIB may charge Customer upon termination in accordance with this Agreement. Recovery fees shall be billed by the CIB within sixty (60) days of termination or cancellation of Services and shall be paid by Customer upon the due date stated on the billing statement.

4. Fee Schedule. CIB 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 CIB reserves the right to modify these fees or charge additional fees, which in all cases CIB 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 twenty (20) days of the billing due date, Customer shall pay a late fee up to \$5.00 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 **\$20.00** per returned check.

(c) **Reconnect Fee.** In the event Customer's Services are reconnected by CIB, Customer shall pay a reconnect fee up to **\$30.00 per service.**

(d) **Move Fee.** In the event a Customer's services are moved for any reason to a new service address by CIB, a customer shall pay a move fee up to **\$30.00.**

(e) **Modification Fee.** In the event a Customer's Services are modified for any reason by CIB, Customer shall pay a modification fee up to **\$30.00**.

(f) **Replacement Fee.** In the event Customer fails to return CIB Equipment upon termination of Services or in the event Customer returns damaged CIB Equipment, Customer shall pay a replacement fee up to **\$500.00** per set-top box.

(g) **Hourly Rates.** In the event Customer utilizes CIB employees on an hourly rate, then Customer shall pay the hourly rate of **\$60.00** per hour with billing to occur in one-half (1/2) hour increments. In the event Customer utilizes CIB employees off hour rate, then the Customer shall pay the hourly rate of **\$90.00** per hour with billing to occur in one-half (1/2) hour increments.

(h) **Deposits.** In the event Customer is required to pay a Deposit payment for Services, then such Deposit payment shall be one mo. service per service listed on the Customer Application, and CIB may apply against any unpaid amount at any time.

5. **Rates; Invoicing.** Nonrecurring and recurring charges for the Service and Equipment are as set forth in your Service Application Agreement and/or the rate schedules we maintain, current versions of which are available upon request. Recurring charges are billed monthly, in advance. Installation charges, service calls, Equipment charges, usage based fees, storage based fees, and other non-recurring charges or items that cannot be billed in advance will be billed in arrears on the following month's invoice. All charges, along with applicable local, state and federal taxes, regulatory assessments, fees and charges, cost recovery charges and other applicable charges and fees will be itemized on your invoice. You must pay all charges, including all applicable taxes, fees and surcharges, by the due date on the invoice. Failure to pay invoices when due may result in late payment fees of up to **1.5%** per month (**18%** per year) on the unpaid balance and/or other penalties, including suspension or disconnection of Service. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. We require a deposit. If the Service is canceled or disconnected for any reason, we will, subject to applicable law and regulations, apply your deposit toward payment of outstanding charges. Any amount remaining on your deposit after six (6) months will be applied to your acct.

6. **Termination.** Notwithstanding any Contract Term, you may terminate this Service Agreement for cause in the event of our material breach of any term in this Service Agreement by notifying us in writing, by e-mail or verbally, so long as verbal notice is provided by the registered account holder. Upon receipt of such notice, your Service will terminate on the date requested. Notwithstanding any Contract Term, we may at any time immediately cancel this Service Agreement and disconnect Service in the event that you violate the terms of your Service Agreement, any applicable acceptable use policy, or fail to pay any invoice when due without notice. Where we terminate the Service for cause, you must pay any costs and expenses associated with the termination or collection of charges, billings or fees under this Service Agreement, including attorney's fees. Termination fee up to \$300 or \$30 service fee and \$15 per mo. pro-rated.

7. **Equipment.** We will provide Equipment for your independent installation, unless provided otherwise in your Service Agreement. You must notify us of any defects to the Equipment or objections within [ten (10)] business days after its delivery and installation. If you fail to so notify us, we will assume the Equipment was delivered in good repair and is satisfactory and acceptable to you. If we provide the initial installation and configuration of your Equipment, such work will be performed on a time and materials basis in accordance with our applicable rate schedules in effect at the time of your order. In certain cases, you may elect to independently acquire or supply your own equipment ("Customer Supplied Equipment" or "CSE") instead of buying equipment provided by us. In no event will we be liable for incompatibility, fitness, damages, or defects caused or sustained by the Equipment caused by your or any third-party installation or CSE.

We will provide you Equipment for the term of Service Agreement and solely for your use in connection with lawfully receiving and using Service. We may from time to time sell you certain Equipment at a price and otherwise on such terms as are specified in your Service Level Agreement. Ownership of, and title to, any purchased Equipment shall transfer to you at the time of sale. You will bear all risk of loss, theft or damage to purchased Equipment. We may from time to time lease or license to you certain Equipment at a price and otherwise on such terms as specified in your Service Level Agreement. All leased or licensed Equipment remains our property and must be maintained and returned as provided herein. We have no responsibility for replacing Equipment destroyed or damaged by your misuse, abuse or neglect. In the event that any Equipment provided by us is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in your possession, you may be liable to us for an equipment recovery fee ("ERF") up to the full cost of repair or replacement of such Equipment. To the extent of your insurable interest therein, you may elect, at your sole cost, to have Equipment covered by insurance. You acknowledge that we are not the manufacturer of, nor a dealer in, any Equipment.

8. **Return of Equipment.** If you cancel the Service or if Service is disconnected by us, then you must return any leased or licensed Equipment, or Equipment for which full payment has not been received by the Company to us during our regular business hours, Monday through Friday (except holidays), within ten (10) days of the cancellation or disconnection of Service. The

Equipment must be returned to us in the same condition that you received it, except for normal wear and tear. All Equipment must be returned to our business office or an alternative location designated by us at the time of cancellation or disconnection. If you are unable to travel to our business office or other designated location to return the Equipment, you may request pick-up service. Provision of pick-up service is solely at our option and our refusal or failure to provide pick-up service will not excuse your obligation to return Equipment. If we agree to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which you will be informed of when you request pick-up service and which will be payable at time of pick-up. The Equipment shall not be returned by mail or delivery service. If after [ten (10)] days from cancellation or disconnection of Service, any leased or licensed Equipment has not been returned to us, you may be liable to us for an ERF in an amount up to the full cost of replacement of such Equipment. ERFs are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon cancellation or disconnection of Service.

9. Our Responsibilities. During the term of this Service Agreement, our duties and responsibilities include the following:

- (a) to provide the Service and Equipment as set forth in the Service Agreement;
- (b) to install, configure, maintain, upgrade, replace, and remove all Equipment as called for in your Service Agreement;
- (c) to replace and/or correct any defects in workmanship or Equipment provided by us that are reported by you contacting our customer service number within [sixty (60)] days of the date of installation;
- (d) to undertake reasonable efforts to maintain our network and respond to service or trouble calls in a timely manner;
- (e) to provide first level customer support for questions concerning the Service or Equipment, technical problems, options, configuration and administration during normal business hours of [8:00 am to 4:30 pm], Monday through Friday, excluding federal holidays, via telephone at 641-377-2202, and via email at colo@netins.net
- (f) to provide telephone or e-mail dispatch service for service calls outside normal customer service hours. Special rates may apply for calls outside normal business hours;
- (g) to provide support for non-critical issues in a mutually agreeable time frame;
- (h) to report to you, in writing, any use or disclosure of your information not authorized by this Service Agreement immediately upon discovery of the unauthorized disclosure; and,
- (i) if required to disclose your information pursuant to the order of the court or administrative body of competent jurisdiction or a government agency, if practical and permitted by law to (1) notify you prior to such disclosure as soon as possible after receipt of such order and (2) limit the disclosure to the extent legally permissible.

10. Your Responsibilities. During the term of this Service Agreement, your duties and responsibilities include the following:

- (a) to pay, when due, all non-recurring and recurring charges for the Service and Equipment and/or the installation of Equipment and connection of the Service;
- (b) to allow us to enter your premises periodically during the term of this Service Agreement to install, connect, inspect, maintain, repair, alter, disconnect the Service and remove Equipment;
- (c) to maintain current and accurate account and billing information with us;
- (d) to install and maintain appropriate anti-virus, firewall or filtering software, and data backup or recovery services, as appropriate for your intended use of the Service;
- (e) to maintain appropriate environmental control, physical and network security for all Equipment, including replacing and maintaining batteries or other ancillary items to operate the Equipment and to permit no person to translate, reverse engineer, decompile, recompile, update or modify all or any part of the Equipment or merge it into any other equipment;
- (f) to immediately notify us of any technical or other problems with the Service;
- (g) to authorize us to log onto your system to perform remote support service as deemed necessary to diagnose the cause and extent of the problem, perform such actions as necessary to correct the problem, and/or recommend corrective actions to be performed by us or third parties;
- (h) to use the Service and Equipment only for legal purposes and in compliance with this Service Agreement, and any applicable acceptable use policy. Under no circumstances shall the Service be used in any way that exploits, harms, or attempts to exploit or harm another person, or in any way is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, or otherwise invasive of another's privacy; and,
- (i) to authorize us to investigate or verify your credit history and to share credit information with credit reporting agencies.

11. Disclaimer of Warranties. We agree to use our best efforts at all times to promptly and efficiently maintain the Service and Equipment, as required by this Service Agreement. We make no representations, warranties, guarantee or assurance regarding the Service or Equipment and shall not incur any liability to any person or company for damages, losses, claims, liabilities or expenses, except those resulting from our own willful misconduct or gross negligence. You agree we shall not be liable for, and hereby release and waive any claims against us related to any damage, loss, or cost incurred by you resulting from or arising out of the acts, omissions or provision of services by any third parties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR EQUIPMENT, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnification. You agree to hold harmless and indemnify us and our affiliates, officers, agents and employees from any claim, suit or action arising from or related to your abuse or misuse of any Service or Equipment, or any other violation of your Service Agreement, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees arising from or in connection with the same. This Section shall survive termination of this Service Agreement to the extent necessary to give it its intended and proper effect. In the event you use the Service and/or Equipment contrary to the terms of this Service Agreement, any applicable end user license agreement or user guide, you shall be liable to us for any damages caused by such activity.

13. Limitation on Remedies. TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER YOUR SERVICE AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE SERVICES OR EQUIPMENT WE PROVIDED DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, LOSS OF INFORMATION, LOSSES DUE TO SECURING REPLACEMENT SERVICES OR EQUIPMENT, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Severability. If any part or provision of your Service Agreement is held, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority or by the final determination of any court of competent jurisdiction, that part or provision will be construed consistent with applicable law or regulation as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this Service Agreement.

15. Entire Agreement; Conflicts. Your Service Agreement supersedes any prior agreements between us, and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter.

16. No Implied Waiver. Our failure to exercise or enforce any right under or provision of your Service Agreement shall not constitute a waiver of any such right or provision.

17. Changes to Terms. We reserve the right to change any term or condition of this Service Agreement upon [thirty (30)] days written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication. You may, within fourteen (14) days upon receipt of notice of such change, cancel your Service Agreement if the communicated change would materially adversely modify the terms (including price) of Service or your rights under this Service Agreement. If you elect not to cancel your Service Agreement and continue to use Service after receiving notice of any such changes, your continued use of Service will constitute acceptance of the changed terms and conditions.

18. System Availability. Although we will try to provide continuous access to the Service, we cannot and do not guarantee that the Service will be available 100% of the time and will not be liable in the event Service is unavailable. Actual service or network performance are dependent on a variety of factors outside of our control. If you notify us within [twenty-four (24)] hours and we confirm an outage consisting of a period of [four (4)] hours in any calendar month, and not due to any service, act, or omission of you, a third party, your applications, equipment or facilities, or reasons outside of our control, you shall be eligible for a service credit. A service credit shall be computed as a pro-rated charge for one day of the regular monthly fees for the Service in the next monthly statement. Intermittent service outages for periods of less than [four (4)] hours are not considered service outages. Outages caused by routine scheduled maintenance are also not considered an outage. You shall receive advance notice no less than [forty-eight (48)] hours in advance of our scheduled maintenance. Scheduled maintenance will be performed between [12:00 a.m. and 6:00 a.m.] CST.

19. Extraordinary Events. We shall not be liable for any loss caused directly or indirectly by war, acts of God, of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions,

strikes, shortages of labor or material, freight embargoes, unusually severe weather, breakdowns, electrical power failures, operational failures, unavoidable delays, operational upgrades, operational modifications, facility shortage, equipment, acts or omissions of underlying carrier, relocation of service, content provider, vendor or other third party, or other conditions beyond our control.

20. Notices. Any notices shall be addressed to the name and address identified in this Service Agreement and shall be delivered by registered or certified mail, postage prepaid or e-mail, unless otherwise specified in this Service Agreement. Notices given by mail shall be deemed received three (3) days after placement in the mail. Notice given by e-mail will be deemed received upon delivery.

21. Assignment. Neither party shall have the right to assign any part or all of its interest in this Service Agreement to any other person or entity, without the express prior written consent of the other party, except that we shall be permitted to assign our rights, and delegate our obligations, liabilities, and duties under this Service Agreement, to any entity that is, or that was immediately preceding such assignment, our affiliate or to an entity acquiring all or substantially all of our assets or equity, whether by sale, merger, consolidation or otherwise.

22. Authority. Each party represents and warrants to the other party that: (a) it has the right, power and authority to enter into and perform its obligations under this Service Agreement and (b) the person executing this Service Agreement on its behalf has been duly authorized to bind it to this contract.

23. Third Party Beneficiaries. It is the explicit intention of the parties that no person or entity other than the parties to this Service Agreement shall be entitled to bring any action or to enforce any provision of this Service Agreement against either party.

24. Governing Law; Jurisdiction. Your Service Agreement and our contractual relationship with you shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law. Any suit under your Service Agreement (other than to enforce a judgment or award) will be brought in the federal or state courts in the districts which include Des Moines, Polk County, Iowa. You hereby agree and submit to the personal jurisdiction and venue of such courts.

25. Counterparts. Your Service Agreement may be executed in one or more counterparts, each of which shall be an original. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to an electronic mail message, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IMPORTANT: PLEASE REVIEW THIS SERVICE AGREEMENT AND ALL ATTACHED EXHIBITS CAREFULLY. BY SIGNING BELOW, YOU ACKNOWLEDGE RECEIPT OF THIS SERVICE AGREEMENT AND AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS, CONDITIONS AND PROVISIONS CONTAINED AND/OR INCORPORATED INTO YOUR SERVICE AGREEMENT. IF YOU DO NOT ACCEPT ALL OF THESE TERMS, CONDITIONS AND PROVISIONS, PLEASE NOTIFY US PRIOR TO ACTIVATION OF SERVICE, AND WE WILL CANCEL OR DISCONNECT YOUR SERVICE.