

## BROADBAND TERMS OF SERVICE AGREEMENT

THIS BROADBAND SERVICES AGREEMENT (“AGREEMENT”) DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH A-G NETWORKX, INC. (“AGNI”, “WE”, “US” AND “COMPANY”) WILL PROVIDE ITS INTERNET ACCESS AND SERVICES TO YOU. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE.

IF YOU ARE A NEW AGNI CUSTOMER, YOUR ACTIVATION OF AN A-G ACCOUNT AND RECEIPT OF AGNI SERVICES SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU. IF YOU ARE AN EXISTING AGNI CUSTOMER, YOUR CONTINUED RECEIPT OF AGNI SERVICES FOLLOWING RECEIPT OR PUBLICATION BY AGNI ON ITS WEBSITE OF THIS AGREEMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS, AND, ACCORDINGLY, THEY WILL BE LEGALLY BINDING UPON YOU.

For purposes of this Agreement, the terms “You”, “Your” and “Customer” refer to you, the AGNI Customer.

### 1. The AGNI Services

**A. Services Defined.** AGNI offers a wide variety of high-speed Internet Services. For purposes of this Agreement the term “Services” shall mean AGNI’S high-speed Internet Services and related features, including any email and dial-up accounts, technical support, software, IP addresses, web hosting, computer services, e-commerce solutions, and the like. AGNI’S affiliates or subcontractors may perform some or all of AGNI’S duties and obligations under this Agreement.

**B. Changes in Services Offered.** AGNI reserves the right to change the Services that it offers and prices or fees related to such Services at any time. If the change affects Customer, AGNI will provide notice of the change and its effective date. The notice may be provided on Customer’s billing statement or by other communication permitted under this Agreement.

**C. Acceptable Use Policy.** All use of the AGNI Network and the Service must comply with the then-current version of AGNI’S Acceptable Use Policy (“AUP”), which is made a part of this Agreement and is available at the following URL: [www.agtelco.com](http://www.agtelco.com). AGNI reserves the right to amend this AUP from time to time, effective upon posting of the revised AUP at the URL or other notice to Customer. AGNI reserves the right to suspend the Service or terminate this Agreement effective upon notice for a violation of the AUP. Customer agrees to indemnify and hold harmless AGNI from any losses, damages, costs or expenses resulting from any third party claim or allegation (“Claim”) arising out of or relating to use of the Service, including any Claim, which if true, would constitute a violation of the AUP.

**D. Service Outages.** At AGNI'S sole option it may credit Customer for any outages of the Services in an amount to be determined by AGNI. The maximum amount of credit in any calendar month shall not exceed the Monthly Fee and Installation Charge, which absent the credit would have been charged for AGNI'S Service that month (collectively the "AGNI Fees").

## **2. Billing Policies and Payments for Services**

**A. Billing and Payment.** Customer agrees to pay all amounts billed for Services and to pay all taxes, fees and other charges, if any, which are now or may in the future be assessed on the Services Customer receives from AGNI. AGNI will bill each month in advance for Services ordered by Customer or anyone who uses Customer's AGNI Equipment, whether with or without Customer's permission, until Customer cancels the Services. The bills will show the total amount due, the payment due date, payments, credits, purchases and other charges to Customer's account.

**B. Service Activation Date.** Billing for AGNI Service will commence as of the Service Activation Date. Service is invoiced monthly in advance. AGNI reserves the right to change the rates by notifying Customer 90 days in advance of the effective date of the change.

**C. Payment.** Payment is due on the date specified in Customer's invoice. Accounts are in default if payment is not received by this due date. If payment is returned to AGNI unpaid, Customer is immediately in default and subject to a returned check charge of \$25 from AGNI. Accounts unpaid 30 days after date of invoice may have Service interrupted or terminated, and reconnection fees and deposits may be required. Such interruption does not relieve Customer of the obligation to pay the Monthly Recurring Fee for the Services or any other charges incurred. Prices are exclusive of any taxes which may be levied or assessed upon the equipment or Services provided hereunder. Any such taxes shall be paid by Customer. Other fees and charges may also be assessed. If Customer is exempt from otherwise applicable taxes, Customer must submit its tax identification number and exemption certificate at the same time it submits its Term Agreement.

**D. Late Payments.** Customer agrees to pay AGNI in full monthly by the payment due date for the Services and for any other charges due AGNI, including any fees set forth in this Section 2. Other fees and charges may also be assessed. Accounts in default are subject to an interest charge on the outstanding balance of the lesser of 1.5% per month or the maximum rate permitted by law. Customer agrees to pay AGNI its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Agreement. If partial payments are made, they will be applied first to the oldest outstanding bill. If Customer sends checks or money orders marked "payment in full", AGNI can accept them without losing any of its rights to collect any other amounts owed by Customer, notwithstanding Customer's characterization of the payment. AGNI does not extend credit to its Customers, and any Late Payment Fee is not interest, a credit Service charge or a finance charge. Customer understands and agrees that in the case of late payment or nonpayment for any Services ordered by Customer or for any of the charges stated below AGNI may report such late payment or nonpayment to credit reporting

agencies. If Customer does not pay bill by the due date, AGNI has the right to disconnect Customer's Services at any time thereafter at its sole discretion. AGNI may require Customer to pay all past due charges, a Reconnect Fee, a deposit equal to a minimum of one (1) month's advance charge and all outstanding balances accrued through the date of deactivation before it reconnects Customer's Services. Deposits will not be held segregated from other funds and shall not earn or accrue interest.

**E. Failure to make Payments, Bankruptcy, Insolvency.** If Customer at any time fails, neglects, or refuses to make timely payments hereunder, if a petition in bankruptcy shall be filed on Customer's behalf or against Customer, if Customer takes advantage of any insolvency law, becomes insolvent, or makes an assignment for the benefit of creditors, or if a receiver, liquidator, or trustee is appointed for Customer's property or affairs, AGNI shall be wholly relieved from its obligations hereunder.

**F. Costs of Collection.** If AGNI uses a collection agency or attorney to collect money Customer owes it or to assert any other right which it may have against Customer, Customer agrees to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney's fees and court costs. If there are billing errors or other requests for credit, Customer can contact AGNI'S Service Center by telephone or in writing. Customer must contact AGNI within sixty (60) days of receipt of the billing statement for which Customer is seeking corrections. Failure to timely notify AGNI of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for Services must be made directly by Customer to AGNI. AGNI shall have no obligation to provide Services for which payment is made by Customer to a third party.

**G. Additional Charges.** In addition to the amounts due for Services, Customer agrees to pay the fees referenced below ("Fees") when applicable. AGNI reserves the right to increase these Fees or add additional Fees in the future at its sole discretion.

Returned Payment Fee \$25.00

### **3. Cancellation of the Services**

**A. Continuation of Service.** Customer's Services will continue until cancelled as provided for in the next paragraph.

**B. How to Cancel.** Customer has the right to cancel Services for any reason at any time by notifying AGNI via telephone or in writing at the phone number or address set forth above.

**C. Termination by AGNI.** AGNI has the right to terminate Customer's Services at any time without providing notice to Customer if:

- (i) Customer fails to pay bill when it is due;

- (ii) AGNI receives confirmation that Customer has received the Services or any part of the Services without paying for them; or
- (iii) Customer otherwise violates the terms of this Agreement.

**D. Outstanding Balance.** If Customer's Service is cancelled for any reason, Customer is still responsible for payment of all outstanding balances accrued, including any applicable Fees.

**E. Charges Nonrefundable.** Customer understands that charges for Services, once charged to Customer's account, are nonrefundable. For monthly subscriptions, the cancellation will be effective at the end of the period covered by the last monthly bill. No refunds or credits will be provided in connection with the cancellation of monthly subscriptions.

#### **4. Equipment**

**A. Equipment.** In order to receive the Services it may be necessary for Customer to purchase or lease certain equipment consisting primarily of a modem and/or router ("Equipment").

**B. Downloads.** To optimize the performance of its Network, AGNI reserves the right to alter software in Customer's Equipment or AGNI Equipment (as defined below) through periodic downloads. AGNI will use commercially reasonable efforts to schedule these downloads in a manner that results in the least amount of interference with or interruption to Customer's Service.

**C. Restrictions on Software.** The AGNI Equipment contains certain components and software which are proprietary to AGNI or its licensors. Customer agrees not to try to reverse-engineer, decompile or disassemble any software or hardware contained within the AGNI Equipment. Such actions are strictly prohibited and may result in the termination of Customer's Services and legal action.

#### **5. Leased Equipment**

**A. Equipment remains property of AGNI.** At AGNI'S option, it may lease Customer equipment ("AGNI Equipment") for Customer's Services. If Customer leases AGNI Equipment, the AGNI Equipment shall at all times remain the sole and exclusive property of AGNI, and AGNI will have the right at its discretion to replace it with new or reconditioned equipment and to remove the equipment upon termination of Services. None of the AGNI Equipment shall be deemed fixtures or part of Customer's realty. AGNI'S ownership of the AGNI Equipment may be displayed by notice contained on the AGNI Equipment. Customer shall have no right to pledge, sell, mortgage, give away, remove, relocate, alter or tamper with the AGNI Equipment (or any notice of its ownership thereon) at any time. Any reinstallation, return of or change in location of the AGNI Equipment shall be approved by AGNI and performed by AGNI at the Service rates in effect at the time of Service. Customer shall not attach any electrical or other devices to or otherwise

alter the AGNI Equipment without AGNI'S prior written consent. AGNI shall have the right to make such filings as are necessary to evidence its ownership rights in the AGNI Equipment, and Customer agrees to execute any and all documents as are necessary to make such filings. Upon termination of Services, Customer must notify AGNI'S Customer Service Center to schedule the return of the AGNI Equipment.

**B. Damage and Defects.** Customer shall notify AGNI promptly of any defect in, damage to, or accident involving the AGNI Equipment. All maintenance and repair of the AGNI Equipment shall be performed by AGNI or its designees. AGNI may charge Customer for any repairs that are necessitated by any damage to or misuse of the AGNI Equipment.

**C. Theft of AGNI Equipment.** If Customer's AGNI Equipment is stolen or otherwise removed from Customer's premises without authorization, Customer must notify AGNI'S Service Center immediately, but in any event not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of the AGNI Equipment. Customer will not be liable for unauthorized use after AGNI has received Customer's timely notification.

**D. AGNI'S Access to Customer Premises.**

**(i) Access.** From time to time, AGNI may need to enter the premises at which Customer will use the Services ("Premises") in order to install, maintain, inspect, repair, and remove the AGNI Equipment. Accordingly, Customer authorizes AGNI and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to Customer and AGNI.

**(ii) Authorization for Access.** Customer warrants either that Customer is the owner of the Premises, or if Customer is a tenant, that Customer has the authority to afford AGNI access to the Premises. If Customer is not the owner of the Premises, Customer agrees to supply AGNI, if asked, the owner's name and address, and evidence or written consent from the owner that the owner has authorized Customer to grant access to the Premises and to install equipment.

**6. Transfer of Account, Services or AGNI Equipment**

AGNI may sell, assign or transfer Customer's account to a third party without notice to Customer. Customer may not assign or transfer Services without AGNI'S written consent, which will not be unreasonably withheld. AGNI may, however, refuse to allow Customer to assign or transfer Services if Customer leases AGNI'S Equipment or if Customer's account has an outstanding balance.

**7. IP Numbers**

Any Internet Protocol numbers (“IP Numbers”) assigned to Customer by AGNI in connection with the Service shall be used only in connection with the Service. In the event Customer discontinues use of a Service for any reason or this Agreement expires or is terminated for any reason, Customer’s right to use the IP Numbers shall terminate.

## **8. Maintenance**

Scheduled maintenance shall be performed from time to time. Scheduled outages shall be published at AGNI’s website, [www.agtelco.com](http://www.agtelco.com).

## **9. Limitation of Liability, No Warranties, Remedies, and Responsibility**

**A. LIMITATION OF LIABILITY.** AGNI, ITS OFFICERS, DIRECTORS, OWNERS, PARENT COMPANIES, SUBSIDIARIES, EMPLOYEES, AFFILIATES AND AGENTS (“AGNI PARTIES”) WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR LIABLE FOR ANY DELAY OR FAILURE TO PERFORM, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST PROFITS, COMPUTER FAILURE OR MALFUNCTION, ANY DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON- DELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS. THE AGNI PARTIES MAKE NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE AGNI EQUIPMENT OR ANY SERVICES FURNISHED TO CUSTOMER. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL THE AGNI PARTIES HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR RESULTING FROM AGNI’S FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO CUSTOMER OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO CUSTOMER.

**B. No Warranties.** AGNI exercises no control over and accepts no responsibility for the content of the information passing through AGNI’S host computers, network hubs and points of presence (the “AGNI Network”). AGNI MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICES AND EQUIPMENT IT IS PROVIDING AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Use of the information obtained via the AGNI Network is at Customer’s own risk. AGNI specifically denies any responsibility for the accuracy or quality of information obtained through its Services.

**C. Indemnity.** The Subscriber agrees to defend, indemnify and hold AGNI and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys’ fees, related to or arising from, any violation of this Agreement by the Subscriber or those who access the Network through the Subscriber’s account, or the use of the

Network or the Internet whether or not the Subscriber has knowledge of or have authorized such access or use, including, without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement, or other tortuous behavior. The Subscriber agrees to indemnify AGNI along with any parties from whom AGNI obtains network services, and to hold them harmless from any claims resulting from the use of the Network by the Subscriber or any Authorized Users that damage another party or that violate the law.

**D. Remedies.** Notwithstanding anything to the contrary stated in this Agreement, Customer's sole remedies for any claims relating to this Service or the AGNI Network and AGNI'S maximum liability hereunder will not exceed an amount equal to the total of the monthly recurring charges paid by Customer hereunder for the twelve (12) months preceding the month during which such liability arises. Any dispute or claims against AGNI must be filed within 12 months of the occurrence.

**E. Responsibility.** It is Customer's responsibility to impose any restrictions on use of the Services by Customer, by other members of Customer's household, or guests, and the AGNI Parties shall have no liability to anyone due to or based on the content of any of the Services furnished to Customer.

#### **10. Warning against Piracy**

It is a violation of several U.S. federal and state laws to receive any Services, or any portion of such Services, without paying for them. The penalties for violating such laws can range from imprisonment to civil damage awards.

#### **11. ARBITRATION**

EXCEPT FOR AGNI'S CLAIMS UNDER SECTION 2 ABOVE OR FOR EITHER PARTY'S CLAIM FOR INJUNCTIVE RELIEF, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

## 12. Miscellaneous

**A. Physical Address/Change of Address.** When setting up an AGNI account, Customer agrees to provide AGNI with the physical street address where the AGNI Equipment will be located. A post office box does not constitute a physical address and is not sufficient to meet this requirement. Customer agrees to give AGNI prompt notice of Customer's change of name, mailing address, physical address where the AGNI Equipment is located or telephone number. This may be done by notifying AGNI'S Service Center by telephone or in writing.

**B. Notice.** If AGNI sends Customer notice, it will be considered given when deposited in the U.S. Mail addressed to Customer's billing address, hand-delivered to Customer, or sent to Customer via email to Customer's email account. Customer acknowledges and agrees that Customer is responsible for monitoring Customer's AGNI email account for any notices. AGNI'S notice to Customer will also be effective if provided on Customer's billing statement or by telephone. If Customer gives notice to AGNI, it will be deemed given when received by AGNI at the address listed on the first page of this Agreement.

**C. Applicable Law.** This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal law and the law of Illinois. These terms and conditions are subject to amendment, modification or termination if required by such regulations or laws. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified without affecting the validity of the other provisions.

**D. Privacy.** See AGNI's privacy policy at [www.agtelco.com](http://www.agtelco.com).

**E. Trademarks.** Neither party may use the other party's name, trademarks, trade names or other proprietary identifying symbols without the prior written approval of the other party.

**F. Force majeure.** AGNI shall not be liable for any delay or failure in performance due to *force majeure*. "*Force Majeure*" means any cause not reasonably within the control of AGNI and shall include, but not be limited to, the following: (i) physical events such as acts of God, rain, hail, landslides, lightning, earthquakes, fires, storms or storm warnings, tornados, floods, washouts, and weather related events affecting a geographic region, such as low temperatures which cause freezing or failure of equipment; (ii) explosion, breakage or accident or necessity of repairs to machinery or equipment; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terrorism; (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction; and (v) omissions of vendors or suppliers or equipment failures. Customer is responsible and acknowledges 100% liability and responsibility for all Customer network security systems, firewalls and any other network security necessary to protect Customer's data, systems or networks. Service may not be available in all areas. Actual downstream and upstream

throughput speeds will vary. The downstream and upstream access speed or sync rate is measured between network interface device at Customer's location and the DSL or Fiber-to-the-Home-equipped Central Office or Remote Terminal. The actual speed achieved will depend on several factors, including line conditions and loop length.

**G. Other.** This document and AUP incorporated herein contain the entire agreement between AGNI and the Customer, and no salesperson, installer, Customer Service representative, authorized retailer, or other similarly situated individual is authorized to change the terms set forth herein. AGNI may, however, change the terms and conditions of this Agreement in the future and will notify Customer if that occurs.

**Effective as of March 15<sup>th</sup>, 2013 until replaced.**

**Thank you for choosing A-G Networx, Inc., for your high-speed Internet services. AG is happy to answer any questions you may have and to provide you with technical and other customer support at the following address:**

**A-G Networx, Inc.  
114 Wall Street  
Alhambra, IL 62001  
618-488-2165**