

## **E-VERGENT.COM, LLC. RESIDENTIAL TERMS AND CONDITIONS - HUNT CLUB FARMS**

The following terms and conditions apply to all users of E-Vergent Fiber Internet Services. For purposes of these terms and conditions, the subscriber of services will be referred to as the “Customer” and E-Vergent Fiber Internet Services will be referred to as “EV”.

**Billing:** Customer agrees to pay all charges to Customer’s account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. The recurring monthly fee is due within seven (14) days of service installation, followed by subsequent payments every 30 days from the initial payment for the duration of the contract term or active service in accordance with the date of the Customer’s monthly statement. If payment is not received on or before the ‘Due Date’, service may be suspended. Monthly fees are non-refundable. The activation and installation fees are non-refundable after the Connection becomes operational (the “Activation Date”).

**Intended Use of the Services:** The Customer agrees not to use the Services in any way that violates federal or state laws or regulations. The Customer must also comply with EV’s Acceptable Use Policy (AUP). It is prohibited to transmit any material that violates federal or state laws or regulations, or that promotes conduct which could lead to criminal charges, civil liability, or other legal violations at local, state, national, or international levels. Additionally, the transmission of material deemed proprietary information of EV or otherwise considered inappropriate or improper by EV—such as bulk e-mail—is strictly prohibited. The Customer is also prohibited from altering, modifying, or interfering with the IP connection of any other user on the system.

**Restrictions:** EV residential internet customers agree not to use any servers that provide services to incoming Internet connections in conjunction with EV, including but not limited to: peer-to-peer, electronic mail, DHCP, and DNS Servers. In the event any EV Customer attempts to utilize a server on the network, EV may, at its sole discretion, increase the fees associated with the services or terminate the services. Any additional time or configuration will be billable. The connection is intended solely for use within the home, apartment in which it is originally installed. Customers may not share or resell the connection with other locations, unrelated parties, other business entities, or their employees.

**Inside Wiring and Installation:** Customer acknowledges that the inability of Customer or third party’s facilities to access the services or other operational impediments may preclude or delay delivery of services. Customer acknowledges that the installation representative may require inside wiring to complete services delivery at an additional hourly or other flat charge. Customer further acknowledges this charge will occur at the sole discretion of the installation representative to include an estimated cost. Installation includes running fiber optic cable from the point of entry to the Customer location. Installation includes necessary equipment such as optical network terminals (ONTs), modems, routers, and cabling. The client shall bear all risk of loss in respect to the EV equipment and shall return the EV equipment in good working order, unless equipment malfunctioned, within ten (10) days of the date of any termination of this agreement. For malfunctioning equipment replacement, customers can choose to have a new unit mailed to them within one business day or pick it up at our local office located at 2524 B, 76<sup>th</sup> Street Franksville, WI 53126.

**Disclaimer of Liability:** EV represents the network will maintain at least 99.5% uptime. EV will not be liable for credits concerning downtime for upstream carrier outages under our uptime guarantee or for service credits. Service interruptions caused by EV lasting more than 48 hours will be compensated via Customer credits. EV specifically disclaims any responsibility for the accuracy or quality of information

obtained through the Connection. EV also represents that their backhaul carrier agreement maintains a 4-hour Service Level Agreement (SLA) on network backhaul circuits.

**Maintenance:** Routine maintenance & periodic system repairs, upgrades, and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, and other situations, including mechanical or electronic breakdowns, may result in temporary impairment or interruption of service. Routine maintenance and periodic system updates, and reconfigurations that may impact Customer service shall be announced at least five (5) days in advance of such service. As a result, EV does not guarantee continuous or uninterrupted service and reserves the right, from time to time, to temporarily reduce or suspend service. Client shall indemnify and hold EV and its partners, directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities, and fees incurred as the result of interruptions or omissions of service under this Agreement, other than those planned maintenance and periodic updates.

**Quality of Service:** EV shall not implement any form of data cap limitations or throttling of Customers connections. EV shall maintain a consistent Quality of Service (QOS) for Voice over Internet Protocol (VOIP) services provided by EV and other VOIP service providers.

**Entire Agreement:** These Terms and Conditions contain the entire agreement and understanding concerning the Service and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written, or oral. Without prior notice to Customer, these Terms and Conditions may be modified at any time by EV. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative hearings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Assignment and Successors in Interest:** All of the Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of Customer. Except as specifically stated herein, neither these Terms and Conditions nor any of the rights, interests, or obligations of Customer or EV may be assigned. Any unauthorized assignment or delegation shall be null and void. Notwithstanding the foregoing, EV may assign or otherwise transfer its rights and obligations to any affiliate (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof.

**Venue/Choice of Law:** These Terms and Conditions shall be construed in accordance with the law of the State of Wisconsin and the United States of America. Any claims or causes of action related to the Internet service must be instituted within one year after the claim or cause of action has arisen or will be barred.

**Severability:** In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of these Terms and Conditions (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly possible in accordance with the stated intention of the parties, while the remainder of the Terms and Conditions will remain in full force and effect.

**Indemnification:** Customer shall indemnify and hold EV harmless against all claims, losses, damages, and liabilities, sustained by EV resulting from, arising out of, or connected with any breach of, or non-fulfillment of any representation, warranty, covenant, or agreement made by or other obligations of

Customer contained in these Terms and Conditions.

**Term/Rate/Termination:**

- a. The terms of this agreement will commence on the Service Activation Date shown on the Service Application and continue until terminated in the manner provided below.
- b. Either EV or the Customer may terminate the Agreement upon 30 days' written notice to the other. In such event, the Customer will pay all charges or sums and penalties for early termination then due.
- c. The early termination fee is 50% of the regular monthly price for the remaining months in the service agreement.
- d. If the Service Order offers a 30-day money-back guarantee, no early termination fees will apply within the first 30 days of service.
- e. THIS AGREEMENT SHALL HAVE A MINIMUM MANDATORY TERM AS NOTED ON THE SERVICE ORDER WITH FULL BILLING MONTHS AFTER SERVICE ACTIVATION DATE (THE "MINIMUM SERVICE TERM"). FOLLOWING COMPLETION OF THE MINIMUM SERVICE TERM, THIS AGREEMENT SHALL BE RENEWED FOR SUCCESSIVE MONTHLY TERMS UNTIL TERMINATION AS PROVIDED IN (B) ABOVE. CUSTOMER ACKNOWLEDGES THAT THEY WILL BE CHARGED A SPECIAL RATE IN CONSIDERATION OF CUSTOMER'S AGREEMENT TO SUBSCRIBE FOR THE MINIMUM SERVICE TERM. ANY ATTEMPTED TERMINATION OF THIS AGREEMENT BY CUSTOMER AFTER A MONEY-BACK GUARANTEE PERIOD HAS ENDED AND PRIOR TO THE EXPIRATION OF THE MINIMUM SERVICE TERM SHALL BE A BREACH HEREOF. IN THE EVENT OF SUCH BREACH, THE COMPANY SHALL HAVE THE OPTION OF (I) ACCEPTING THAT ATTEMPTED TERMINATION EFFECTIVE UPON CUSTOMER'S PREPAYMENT OF A CANCELLATION FEE, OR (II) NOT ACCEPTING CUSTOMER'S TERMINATION OF THE AGREEMENT AND SEEKING ALL DAMAGES AVAILABLE AT LAW OR EQUITY TO THE COMPANY AS A RESULT OF CUSTOMER'S BREACH OF THIS AGREEMENT.
- f. Should the Customer default in the payment of any sum hereunder, breach any representation herein, fail to perform any of its obligations at the time and in the manner specified in this agreement or under any other agreement between EV and Customer, or fail to maintain any equipment without damage or interference to the company, business, or facilities, or should the Customer be the subject of any proceeding under the Bankruptcy Act or become insolvent, the company shall have the right to discontinue service at any time without notice, and/or terminate this agreement. In any such case, the Customer shall remain liable for payment of all charges due to the company under this agreement, which shall be immediately due and payable. Further, the Customer may be subject to a reactivation charge if service is subsequently reconnected. In the event of the Customer's default, the Customer will reimburse the company for court costs, attorney's fees, costs of investigation or collection, and similar expenses incurred by the company in the enforcement of any or privileged hereunder. Time is of the essence, both EV and Customer agree to be bound by the terms and conditions set forth herein, including the strict performance of each party for compliance of this agreement.

**Permitting and Landlord Approval:** It is the Customer's responsibility to obtain any required permits or landlord approval for the installation of EV Equipment on property not owned by the Customer or subject to any restriction or building code provision requiring a building permit for such installation. Any fees relating to the termination of service relating to landlord or building code disputes will be solely the responsibility of the Customer.