

**1. Terms and Conditions.** These High-Speed Data Service Terms and Conditions govern fiber optic Internet access service (“**Service**”) and ancillary equipment (“**Equipment**”) you order and receive from Estherville Communications, LLC (together with any subsidiaries or affiliates providing any Service or Equipment, “**we,**” “**us,**” or the “**Company**”). If you are a contract customer, these **High-Speed Data Service Terms and Conditions - Business and Enterprise Service**, our **Standard Terms and Conditions - Business and Enterprise Service**, our **Service Level Agreement – Business and Enterprise Contract Customers** and our **Acceptable Use Policy – Business and Enterprise Service** are incorporated into your Service Contract. For non-contract customers, by establishing a Service account and using Service, you agree to be bound by these **High-Speed Data Terms and Conditions – Business and Enterprise Service**, our **Standard Terms and Conditions – Business and Enterprise Service** and our **Acceptable Use Policy – Business and Enterprise Service**. If you fail to comply with these Service-Specific Terms and Conditions, your Service may be suspended or disconnected. If there is a conflict between these Service-Specific Terms and Conditions and our General Terms and Conditions of Service, these Service-Specific Terms and Conditions will control for that conflict.

**2. Change to Terms.** We reserve the right to change these Service-Specific Terms and Conditions. If a change occurs, we will provide 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 of your receipt of notice of any such change, cancel your Service Contract; provided that no early termination fee will apply if the communicated change would materially adversely modify the terms (including price) of Service or your rights under your Service Contract. If you elect not to cancel your Service Contract and continue to use Service after receiving notice of such changes, your continued use of Service will constitute acceptance of the changed terms and conditions.

**3. Service Package.** We offer multiple packages (or tiers) of Service for business and enterprise customers. Not all Service packages are available in all areas. For contract customers, your “**Service Package**” is set forth in your Service Contract. For non-contract customers, full descriptions of currently available packages, including pricing information and information about the suitability of specific Service packages for particular activities or applications are available upon request by contacting us.

**4. Service Term.** Depending on the Service Package you select, you may receive Service for an agreed minimum term (your “**Contract Term**”) as specified in your Service Package. In the absence of any Contract Term or after any Contract Term has expired, you will receive Service on a month-to-month basis until Service is canceled by you or disconnected by us in accordance with your Service Contract. If you select a Contract Term, you understand that you have received a special rate and/or we have incurred costs in exchange for your commitment to the full Contract Term. **If your Service is downgraded, canceled or disconnected prior to the end of your Contract Term, you may be charged an early termination fee (“ETF”) as specified in your Service Contract.** ETFs 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.

**5. Billing.** Nonrecurring and recurring charges for Service are as set forth in your selected Service Package and/or the rate schedules maintained by the Company, current versions of which are available upon request. All Service 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 for your Service, including all applicable taxes, fees and surcharges, by the due date on the invoice. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can. If you have signed up for electronic billing, we will not mail you a paper invoice. Invoice information will remain available in your account information or by calling us at our customer service number. 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. An additional installation charge, deposit and/or a minimum service term may be required to restore Service. Additionally, your prior Service Package may no longer be available after disconnection has occurred. In order to restore disconnected Service, you may be required to select a new Service Package with the rates, features, and terms offered at the time of restoration of Service. For more details, refer to your monthly bill or contact a customer service representative. If we don’t receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collections efforts, including attorneys’ fees. 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. Our acceptance of late or partial payment and late payment charges will not constitute waiver of any of our rights to collect the full amount due.

**6. Use of Service.** Service may not be resold or otherwise used in any unlawful or unauthorized manner. Without limiting the preceding, Service is subject to (a) your compliance with applicable legal and regulatory requirements, (b) your compliance with our Acceptable Use Policy, as amended from time to time and (c) our use of reasonable network management practices in accordance with our Network Management Policy, as amended from time to time. We reserve the right to terminate or suspend your Service immediately or to otherwise disconnect, remove, block, filter or restrict your use of Service if we determine that your use violates the

Acceptable Use Policy. We reserve the right to manage our network and network resources as set forth in our Network Management Policy. Subject to applicable legal and regulatory requirements, we reserve the right to modify the Acceptable Use Policy and Network Management Policy from time to time. We will provide you with commercially reasonable notice of any such changes, including notice of immediately effective changes if reasonably required under specific circumstances. Notice of such changes may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication. If you continue to use Service after receiving notice of such changes, your continued use of Service will be subject to the Acceptable Use Policy and/or Network Management Policy, as amended.

**7. Equipment.** Equipment is provided to you for the term of Service 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 a purchase order or equipment purchase 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 to you certain Equipment at a price and otherwise on such terms as specified in a service order or equipment lease. In connection with certain Service Packages, Equipment may be licensed to you at no additional charge. All leased or licensed Equipment remains the property of the Company and must be maintained and returned as provided herein. We will install Equipment provided by us in accordance with our policies as in effect from time to time. If Equipment is damaged, lost or stolen while in your possession, or if you fail to return Equipment at the time of cancellation or disconnection of Service, you will be billed an equipment recovery fee (“ERF”) in an amount up to the full cost of replacement of such Equipment. ERFs will be applied to your next bill and are due upon receipt. If equipment is returned in good working condition within sixty (60) days from the date of cancellation or disconnection of Service, the Company will credit back the full amount of the ERF. 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.

**8. Customer Equipment.** Service requires certain minimum system requirements for your computers, devices and operating systems. Unless otherwise provided in your Service Level Agreement or separate contract, you are solely responsible for providing all hardware, software, operating systems and/or other devices or equipment (“customer supplied equipment” or “CSE”) necessary to access Service. We make no representations, warranties or assurances regarding the capability or suitability of any CSE, hardware, software or other devices or equipment independently purchased or otherwise owned by you. We make no representations, warranties or assurances that CSE, hardware, software or other devices or equipment independently purchased or otherwise owned by you will be compatible with Service or will not be impaired or damaged.

**9. Information and Security.** Access to and use of any information or data obtained by you via use of Service is at your own risk, and the Company is not responsible for the accuracy, reliability or security of such information. The Company makes no attempt to verify accurate receipt of any messages and we are not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, Service interruptions, etc. We are not responsible for providing any type of anti-virus, firewall or filtering software. Set-up, maintenance and use of such programs are solely your responsibility. We make no representations, warranties or assurances regarding the security of any system or network or the protection or privacy of email or other information transferred or communicated through the Internet or any other system or network. The Company shall not be liable for any breach of security arising from or in connection with your use of Service. To the extent permitted by law, you agree to indemnify and hold harmless the Company and its affiliates, officers, agents and employees from any and all claims, suits or actions arising from or related to your use of the Internet.

**10. Termination of Service.** You may cancel Service at any time by notifying the Company business office during normal business hours. If you are a contract customer, and if Service is disconnected or canceled prior to the end of any applicable Contract Term, you may be charged an early termination fee (ETF) as specified in your Service Contract. If you are a contract or non-contract customer and fail to return any Company provided (leased or licensed) equipment, you may be charged an equipment recovery fee (ERF) as specified in your separate Equipment Contract. In addition to any ETF or ERF, account holders are liable for all Service rendered by the Company prior to your notice of intent to terminate Service.

**11. Suspension or Disconnection of Service.** The Company reserves the right to suspend or discontinue Service generally, or to disconnect your Service, at any time in its sole and absolute discretion. If the Company discontinues Service generally, or disconnects your Service without cause, you will only be responsible for charges (if any) accrued and unpaid through the date of disconnection, including a pro-rated portion of the final month’s charges. If your Service is disconnected on account of your breach of any provision of the Agreement, you will be responsible for the full month’s charges to the end of the current term, including, without limitation, unbilled charges plus the applicable ETF or ERF (if any), all of which will immediately become due and payable.

**12. Customer Privacy.** We collect personally identifiable information as needed to provide Service and/or other ancillary services to subscribers or to detect unauthorized reception of Service. The use and disclosure of this personal data is governed by federal law, our Privacy Policy and, to the extent not inconsistent with our Privacy Policy, by your Service Agreement. A copy of our Privacy Policy was provided to you at the time of installation of Service and is available on our website. We will also send you a copy of our Privacy Policy if you send your written request to the address of our business office as shown on your invoice.