

1. Terms and Conditions. These Standard Terms and Conditions of Service govern any and all business and enterprise communications services (“**Service**”) you order and receive from Estherville Communications, LLC of Estherville, Iowa (together with any subsidiaries or affiliates providing any Service, “**we,**” “**us**” or the “**Company**”). If you are a contract customer, these **Standard Terms and Conditions of Service - Business and Enterprise Service**, our **Service Specific 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 **Standard Terms and Conditions of Service**, our **Service Specific Terms and Conditions** and our **Acceptable Use Policy**. If you fail to comply with these Standard Terms and Conditions, your Service may be suspended or disconnected. To the extent permitted by law, these Terms and Conditions of Service apply to both regulated and non-regulated communications services. In the event that these Standard Terms and Conditions of Service conflict with for the Service Specific Terms and Conditions for any regulated service, the Service Specific Terms and Conditions will control as to that regulated service.

2. Service Packages. 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. From time to time, the Company may change or delete specific Services, and may change the features, speeds, pricing and other technical or commercial terms of our Service packages, including pricing for packages bundled with other services we offer. The Company will give you reasonable prior notice of increases or other changes in conformity with your Service Contract and applicable legal and regulatory requirements. You may, within fourteen (14) days of your receipt of notice of any such change, cancel your Service; provided that, if you are a contract customer, any otherwise applicable early termination fee will be waived if the communicated change would materially adversely impact your rights under your Service Contract. If you elect not to cancel your Service or Service Contract within 14 days and continue to use Service after receiving notice of such changes, your continued use of Service will be in accordance with the Service package as amended.

3. Credit Check; Deposits. In connection with your request or application for Service, we may conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. By applying for Service, you authorize the Company to investigate or verify your credit history and to share credit information with credit reporting agencies. We may require a deposit for you to establish Service. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history and any applicable laws or regulations. If Service is canceled or disconnected for any reason, we may, subject to applicable law and regulations, apply your deposit toward payment of outstanding charges.

4. Pricing; Invoicing. For contract customers, pricing and features for your Service are as set forth in your Service Package. For non-contract customers, pricing and features for Service are as described in the applicable Service package. The current pricing and features associated with our various Service packages are available upon request by contacting us. 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 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 and/or a minimum service term may be required to restore Service. 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.

5. Use of Service. Service may not be resold or otherwise used in any unlawful or unauthorized manner. All 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. You may, within fourteen (14) days of your receipt of notice of any such change, cancel your Service; provided that, if you are a contract customer, any otherwise applicable early termination fee will be waived if the communicated change would materially adversely impact your rights under your Service Contract. If you elect not to cancel your Service or Service Contract within 14 days and 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.

6. Information and Security. The Company makes no representations, warranties, guarantees or assurances regarding the security of any equipment, facilities, system or network. We shall not be liable for any breach of security arising from or in connection with your use of Service. 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, email filtering, Service interruptions, etc. Unless separately contracted, we are not responsible for providing any type of anti-virus, firewall or filtering software, and all set-up, maintenance and use of such programs are solely your responsibility. We make no representations, warranties, guarantees or assurances regarding the protection or privacy of email or other information transferred or communicated through the Internet or any other system or network. 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 or any private network.

7. Service Levels. Unless otherwise specified in your SLA, Service is provided on a best efforts basis and cannot be guaranteed. For example, advertised speeds for broadband Service packages are estimates. The actual speed you experience may vary based on a number of factors including, but not limited to (a) variances in network usage; (b) the capabilities and capacities of your computers and/or local area network (LAN) devices such as wireless routers; (c) latency (i.e., the time delay in transmitting or receiving packets as impacted in significant part by the distance between points of transmission); (d) the performance of the content and application providers you are accessing, such as a search engine or video streaming site; and (e) performance characteristics of transmissions over portions of the Internet that are beyond our control. You understand and agree that, without liability to us, the content, programs, and/or formats of any video programming Service may be discontinued, modified, or changed by the owners of such programming at any time without prior notice to you. The Company cannot control the lawful “blacking out” of certain special events or programs, and the Company has no responsibility for such matters.

8. Customer Equipment. Service may require certain minimum technical and operating capabilities within your underlying telecommunications, video or internet access systems and/or certain minimum system requirements for your computers, devices and operating systems. Unless otherwise provided in your SLA 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 independently purchased or otherwise owned by you. We make no representations, warranties or assurances that CSE independently purchased or otherwise owned by you will be compatible with Service or that such CSE will not be impaired or damaged.

9. Access to Premises. Our employees and contractors may enter into, upon and over the Service premises periodically during the term of this Service Contract to install, connect, inspect, maintain, repair, alter, disconnect and remove equipment and facilities. To the extent the same is consistent with your ownership of the Service premises, you grant the Company a temporary and permanent easement to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all equipment and facilities necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to the Company that you have obtained the consent of the owner of the premises for the Company to install and maintain such equipment and facilities and agree to hold the Company harmless from any claims or liabilities associated with such activities. It is customer's responsibility to ensure that the Service premises is a safe working environment, free of hazards or conditions that pose or are capable of posing an unreasonable risk to the health and safety of Company personnel. The Company has no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of hazardous or unsafe materials. The Company may require persons present in a working environment, including customers and guests of customers, to comply with applicable federal, state or local health and public safety guidelines, including but not limited to personal safety and hygiene protocols applicable to pandemics, epidemics or other risks of infectious disease.

10. 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 Service, 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.

11. Disclaimer of Warranties. EXCEPT AS SET FORTH IN ANY SLA, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF SERVICE, OR ITS 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. 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.

13. 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 good 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 for good cause, you will be responsible for the full month's charges to the end of the current month, including, without limitation, unbilled charges plus the applicable ETF or ERF (if any), all of which will immediately become due and payable.

14. Limitation on Remedies. The Company shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following:

- an act or omission of an underlying carrier, service or content provider, vendor or other third party;
- equipment, network or facility failure;

- equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, pandemic, epidemic or similar outbreak of infectious disease, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- equipment, network or facility shortage;
- equipment or facility relocation;
- Service, equipment, network or facility failure caused by the loss of power;
- any act or omission by any person using the Service or equipment;
- theft, fraud or abuse of Service; or
- any other cause that is beyond the Company's control, including, without limitation, a failure of or defect in any hardware, software or equipment.

TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS SERVICE RELATIONSHIP, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE SERVICE WE PROVIDED, 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 OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST BUSINESS, 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.

15. Changes to Terms. We reserve the right to change these Standard Terms and Conditions of Service from time to time and shall provide you with commercially reasonable notice of such changes. 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, if you are a contract customer, any otherwise applicable early termination fee will be waived if the communicated change would increase the price of Service or materially adversely impact your rights under your Service Contract. If you elect not to cancel your Service or Service Contract within 14 days 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.

16. Governing Law; Conflicts of Terms. These Standard Terms and Conditions of Service 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 conflict among or between terms will be resolved in accordance with the following order of precedence (from highest to lowest priority):

- (a) your Service Contract (if any);
- (b) our Acceptable Use Policy;
- (c) our Service Specific Terms and Conditions (if any); and
- (c) these Standard Terms and Conditions of Service.

17. Severability. If any part or provision of these Standard Terms and Conditions of Service is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law 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 these Standard Terms and Conditions of Service.

18. 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 Contract. A copy of our Privacy Policy will be provided upon request or as otherwise required

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by applicable law or regulation. A copy of the Privacy Policy 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.