

Valu-Net LLC

Terms of Service

1. Services. Services provided by Valu-Net LLC (ValuNet) are for the use of Customer's officers, directors, employees, agents, and affiliated entities only. Use of Services constitutes acceptance and agreement to the Terms of Service as stated herein. Customer understands ValuNet will use reasonable efforts: (a) to provide the Services by the date requested, (b) to prevent Service interruptions, and (c) to restore the Services when Service interruptions occur. Customer is responsible for all use of the Services, whether or not authorized by Customer. Terms and conditions specific to each service are contained in Service Supplements as may be issues with a specific service.

2. Force Majeure. Services will be provided by ValuNet and its affiliates, subject to availability and conditions generally beyond the control of ValuNet, including, but not limited to, the type and condition of Customer's equipment and facilities; failures caused by connectivity or equipment at Customer's premises; fire; flood; war; strikes; cable cuts; acts of terrorism; explosions; loss of power; local access restrictions; acts of third parties, third party services or products; or acts of God, all commonly referred to as Force Majeure events. Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. ValuNet will use commercially reasonable efforts to notify Customer of any scheduled maintenance, but may need to interrupt Services without notice or compensation to Customer. ValuNet operates and maintains Services up to the demarcation point at the Customer premises only.

3. Pricing. Customer agrees to pay ValuNet's published recurring and non-recurring charges for Services ordered. Any charges set forth herein or in any proposal or quotation are exclusive of taxes, surcharges, assessments, or other fees. Term pricing may not be combined with any other offer except as provided herein. No discount offered, if any, shall apply to taxes, surcharges, assessments, or other fees (including, but not limited to promotional credits, installation charges, nonrecurring charges, special construction or CPE charges, pass-through charges, access and port charges, taxes, municipal and franchise fees, governmental and regulatory surcharges and assessments, line recovery charges, interexchange access charges, or E-911 fees). Any new Services added following the initial order will reflect ValuNet's published rates that are in effect at the time the new Services are ordered. The new rates will only apply to newly-added Services unless otherwise stated. ValuNet reserves the right to adjust Customer pricing upon thirty (30) days' notice.

4. Term and Termination Services will be provided for a minimum Initial Term of thirty (30) days. Should Customer continue to use Services following expiration of the Initial Term, such Services will be provided on a month-to-month basis under the terms of this Agreement until disconnected unless customer has entered into a valid Term-Plan with ValuNet. If customer fails to perform any of its obligations hereunder, does not cure such breach within thirty(30)days after written notice thereof from ValuNet or, if Customer becomes insolvent or bankrupt, ValuNet, in addition to all other rights it may have under law or its Agreement, shall have a right (i) to declare all amounts to be paid by Customer during the remaining term hereof immediately due and payable, (ii) to cease providing services to Customer and, (iii) immediately to enter the Premises and take possession of all ValuNet-owned equipment without liability to Customer therefore and without relieving Customer of its obligations under this Agreement. Customer shall reimburse ValuNet for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with ValuNet's exercise of its rights under this Agreement.

5. Move or Transfer of Service. If Customer relocates to another location in a ValuNet market where the same Services are available, Customer may move Services to the new location, subject to payment of installation charges for the new location, if applicable; however, pricing may vary by location, and Customer's rates may increase or decrease. . Services may not be transferred, resold, or assigned, by operation of law or otherwise, without ValuNet's prior written approval. Any attempted assignment or transfer without ValuNet's prior written approval shall be void.

6. Installation and Maintenance of ValuNet Equipment Customer hereby grants to ValuNet the right to install all equipment necessary for delivering services to Customer. Customer, at no cost to ValuNet, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements of any other agreements necessary to allow ValuNet to use existing pathway into and in each Building. ValuNet-owned equipment provided to Customer hereunder shall be maintained by ValuNet in good operating condition. Such maintenance obligation is contingent upon Customer notifying ValuNet, in a timely manner, when repair or maintenance is necessary. Except for ValuNet's maintenance obligations as set forth herein, Customer shall indemnify

ValuNet and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Customer, including without limitation, losses, caused by accident, fire, and theft or misuse of equipment. Customer shall provide ValuNet with reasonable access to the Premises during normal hours for purposes of performing required maintenance. ValuNet shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the Customer. Customer shall not, directly or indirectly, sell, mortgage pledge or otherwise dispose or encumber ValuNet-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Customer also shall not relocate ValuNet owned equipment within its Premises. In addition, if customer decides to move Premises, Customer shall notify ValuNet of its move. ValuNet will relocate the ValuNet-owned equipment for Customer within Customer's Premises or, in accordance with Section 5, to another Premises; Customer acknowledges that it may incur additional charges for such relocation. Customer shall return all CPE to ValuNet within ten (10) days of termination of Service for any reason. Equipment returned after ten (10) days will not be credited toward Customer's account and Customer will be responsible for full replacement costs. Customer shall be responsible for ensuring that no liens attach to such CPE, and shall immediately cause any such liens to be removed at its expense upon request.

6.1 Getting Started with ValuNet. Once ValuNet schedules installation and agrees upon an installation time with Customer, Customer must be present with facilities available and fully accessible. If ValuNet's technician arrives at the location and Customer is not present or facilities are not available or accessible or Customer otherwise cancels or postpones installation without a 24-hour notice to ValuNet, ValuNet reserves the right to assess a "Customer Missed Call" trip charge of one hundred dollars (\$100) per missed site visit. **Customer's first invoice from ValuNet will include a partial month of Service plus a full month of Service in advance.** Customer's first invoice may contain charges for only a portion of the Services requested. It may take up to three (3) billing cycles until charges for all Services requested appear on the invoice, as is industry standard. After the initial billing cycles, Customer's invoice will include charges for one month of Service for all requested Services, including any usage charges. Customer **should** receive a final invoice from its existing local, long distance, and/or data service provider(s) that ValuNet is replacing. Customer **will** be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable. Customer **may** have a refund coming from existing providers, so open all correspondence received. ValuNet may assist in communication with Customer's existing provider(s) regarding Services to be converted to ValuNet; however, Customer is responsible for any and all charges from any other provider and shall immediately advise ValuNet if its prior provider(s) continue to bill Customer for services following conversion to ValuNet. All ValuNet charges and savings quoted are **before** taxes, surcharges, assessments, or other fees are applied. If ordering voice mail Services, Customer should carefully review the information provided by the ValuNet representative at time of sale.

7. Governing Law. These Terms of Service are subject to applicable laws of the State of Kansas and the review and approval of the regulatory agencies with jurisdiction over the location in which Services are furnished as well as ValuNet tariffs filed with the Kansas Corporation Commission. This Agreement shall be governed by, construed under, and enforced in accordance with, the substantive laws of the state of Kansas. Customer agrees that the exclusive venue for any dispute between Customer and ValuNet shall be the federal district and state circuit or district courts sitting in Lyon County, Kansas.

In the event a governmental agency determines this document or any portion hereof violates any law, rule or regulation, ValuNet shall have the option of terminating these terms without further obligation or revising to comply with such law, rule or regulation. If any portion is determined to be invalid or unenforceable, the remainder of these terms shall remain in full force and effect.

8. Limitation of Liability. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT VALUNET SHALL NOT BE LIABLE TO CUSTOMER FOR AN DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IN VALUNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (a) THE USE OR INABILITY TO USE THE SERVICE; (B) UNAUTHORIZED ACCES TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTIN ON THE SERVICE; OR (D) ANY OTHER MATTER RELATING TO VALUNET'S SERVICE OR EQUIPMENT. Customer shall indemnify, defend and hold harmless the Company (including the cost of reasonable attorney's fees) against:

(a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment.

(b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

(c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the company.

Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.