

# UNION TELEPHONE COMPANY / UNION INFORMATION SYSTEMS

## SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) constitutes the agreement by which Union Telephone Company will provide Voice Services and/or Internet Services, and/or by which Union Information Systems, LLC, will provide Digital TV Services to the person(s) signing this Agreement, and, if applicable, his/her/their spouse(s) (individually and collectively the “**Customer**”). Union Telephone Company and Union Information Systems, LLC, are collectively and individually referred to herein as “**Union**”. Each Customer shall individually have all the rights and obligations of a Customer under this Agreement. Union and Customer agree to be bound by this Agreement. This “**Agreement**” includes: (i) the Terms and Conditions set forth below and on the reverse side; (ii) any Application for Services signed by a Customer (“**Application**”); and (iii) the following documents: (a) Voice Services -- Union’s Tariff for local telephone services on file with the Public Service Commission of Wisconsin, set forth at [www.psc.wi.gov](http://www.psc.wi.gov), and Union’s price lists for long distance services; (b) Internet Services -- Union’s General Terms and Conditions for Internet Services, set forth at [www.uniontel.net](http://www.uniontel.net), and/or (c) Digital TV Services -- Union’s General Terms and Conditions for Digital TV Services, set forth at [www.uniontel.net](http://www.uniontel.net), all of which are incorporated herein by reference and may be amended from time to time by Union in its sole discretion. Copies of all of the above are available at no charge upon request.

### TERMS AND CONDITIONS

**Services.** Union shall provide to Customer those Voice Services, Internet Services and/or Digital TV Services identified on any Application or otherwise requested by Customer (the “**Services**”) at the service address identified on any Application (the “**Premises**”). Services are furnished to Customer for use at the Premises only. Customer may not resell, sublease, or rent any Services to others. Neither Customer nor any user (whether or not use was authorized) of the Services (“**User**”) may use the Services for any unlawful or improper purpose or in such a way that interferes with Union’s network, business operations, employees or other customers. Customer acknowledges and agrees that Union has no control over and is not responsible for any content transmitted to Customer through the Services. Customer agrees to use the Services in a manner consistent with all applicable local, state, federal and international laws and regulations (“**Applicable Law**”). Without limiting this Agreement, use of Internet Services by Customer or any User must comply with Union’s “**Acceptable Use Policy**” set forth at [www.uniontel.net](http://www.uniontel.net), which is incorporated herein by reference and which may be amended from time to time by Union in its sole discretion. A copy of Union’s Acceptable Use Policy is available at no charge upon request.

**Equipment; System.** Any in Premises equipment provided by Union (“**Equipment**”) and the system of wires, cables, fiber and additional Premises equipment owned by Union (the “**System**”) used to provide the Services, shall remain Union’s sole property. Title to the Equipment and the System shall remain with Union at all times and Customer shall have no rights or interest therein. Under no circumstances may Customer move or relocate the Equipment or System for use at another location. Customer shall keep the Equipment and System in good condition. If Customer fails to return in good condition any Equipment within seven (7) days of the date of termination of this Agreement, Customer will be liable for the Equipment replacement charges. The replacement charges for unreturned or damaged Equipment are the then-current replacement costs of the same or like equipment. Customer must notify Union promptly of any Equipment or System failure or malfunction. Union shall repair or replace Equipment and the System, except that Customer shall be responsible for all costs incurred by Union to repair or replace the Equipment and/or System if such repair or replacement is caused by Customer’s or any User’s negligent or willful conduct. Customer agrees that no other person besides Union shall repair or replace the Equipment or System without the express written consent of Union.

**Access.** Customer hereby grants, without fee, to Union all easements and rights-of-way on, under, above, and across the Premises necessary to install, maintain, inspect, remove, repair and replace the Equipment and the System. Customer further grants to Union, its employees and agents the right to enter the Premises for the same purposes. Upon termination of this Agreement, Union shall have the right but not the obligation to remove the System. In the event that Customer is not the owner of the Premises, Customer warrants that Customer has the consent of the owner of the Premises to grant Union the reasonable access provided herein.

**Default.** Customer shall be in “**Default**” of this Agreement if: (i) Customer or a User has tampered with or abused Equipment or the System; (ii) Customer or a User has violated Union’s Acceptable Use Policy; (iii) Customer fails to make payment of any charges due on or before the day such payment is due and fails to make such payment within five (5) days after Union provides Customer with notice that payment has not been made; or (iv) Customer breaches any of the other terms and conditions of this Agreement and said breach is not cured within five (5) days after Union provides Customer with notice of such breach.

**Remedies.** Unless prohibited by Applicable Law, Union may, at its option and without notice or demand, exercise all or any one or more of the following remedies in the event of a Default: (i) declare immediately due and payable all invoices and all other sums due including any Early Termination Fee set forth below; (ii) suspend Services, in which case standard charges for the Services and Equipment shall continue to accrue until the account is canceled by Customer; and (iii) terminate this Agreement. Reactivation fees may apply if Customer’s Service has been suspended or terminated.

**Term.** This Agreement shall commence on the installation date of the Services, or if Customer is already receiving the Services on the date set forth on the reverse side (the “**Effective Date**”).

**One Year Term.** If Customer has selected a one-year term on an Application, or Customer is receiving any of Union’s “Freedom Packages” Services, then this Agreement shall continue for an initial term of one (1) year from the Effective Date (the “**Initial Term**”). Unless either party provides notice to the other party prior to the end of the Initial Term of its intent to terminate this Agreement at the end of the Initial Term, this Agreement shall automatically renew as a month-to-month contract subject to Union’s then-current prices for Services at the end of the Initial Term (the “**Renewal Term**”). During the Renewal Term: (i) Customer may terminate this Agreement at any time upon notice to Union, which termination shall be effective on the next business day after receipt of such notice; and (ii) Union may terminate this Agreement upon thirty (30) days’ notice to Customer.

**Month-to-Month Term.** If Customer has selected a month-to-month term on an Application, then this Agreement shall continue on a month-to-month basis subject to Union’s then-current prices for Services until terminated by either party, by providing not less than thirty (30) days’ notice to the other party.

**Termination.** Notwithstanding anything to the contrary herein, if Customer is in Default of this Agreement, then Union may terminate this Agreement immediately upon notice to Customer unless longer notice is required by Applicable Law. Notwithstanding anything to the contrary herein, Union may terminate Services at any time, without notice to Customer, to the extent permitted in Union’s Acceptable Use Policy, and if the termination is necessary to prevent theft of Services or is necessary to reduce or prevent signal leakage, as described in 47 CFR 76.611. Termination of this Agreement does not release Customer from the obligation to pay all charges due under this Agreement.

**Early Termination Fee.** In the event that Customer desires to terminate this Agreement (i.e., cancels the Services) prior to the expiration of the Initial Term, or Union terminates this Agreement (i.e., disconnects the Services) as a result of a Default by Customer, Customer shall pay an “**Early Termination Fee**” that is equal to the full amount of any installation fees waived by Union plus the amount of any promotional discount or credit or the fair market value of any promotional item given to Customer as consideration for entering into this Agreement.

**Additional Terms and Conditions on the reverse side.**

**Prices.** The monthly fees for Services during the Initial Term are as set forth on the Application. The monthly fees for Services during a Renewal Term are Union's then-current prices for Services. Where Customer has selected a one-year term, Union reserves the right to offset price increases from content providers by increasing the monthly fees for: (i) Digital TV Services by up to ten percent (10%); and (ii) "Freedom Packages" Services by up to five percent (5%), once during the Initial Term.

**Payment.** Prior to the Effective Date any installation fees and the monthly fees for Services for the first month are due. Union shall bill Customer monthly in advance for the recurring monthly fees associated with the Services and Equipment and in arrears for the fees for all usage sensitive Services (e.g., pay-per view; dial-up usage in excess of package limits). Customer is responsible for payment of all charges on the bill issued by Union including, without limitation, taxes, regulatory charges, regulatory cost recovery charges, surcharges and franchise fees, which are subject to change without notice. Customer agrees to make payments by the due date on the monthly bill. Payments are late if not received by Union by the due date. To the extent permitted by Applicable law, Union may charge a late fee of 5% for any amount not paid when due. Union may charge Customer the actual costs incurred with respect to any authorized demand by Union for payment of a bill from Customer's designated financial institution which is rejected by said financial institution (e.g., NSF charge) plus a reasonable administrative processing fee not to exceed these actual costs. Subject to Applicable Law, Customer agrees to reimburse Union for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by Union with respect to collection of payment. Union reserves the right to require Customer to pay a deposit for the establishment or continuation of Services.

**WARRANTIES.** SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES AS TO CONTINUOUS AVAILABILITY OF THE SERVICES, ANY SPECIFIC FEATURES OF THE SERVICES (E.G. INTERNET TRANSMISSION SPEEDS), OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. UNION IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS OR ACTS OF GOD.

**LIMITATION OF LIABILITY.** UNION, ITS AGENTS, EMPLOYEES, OFFICERS, CONTRACTORS, SUPPLIERS AND LICENSORS SHALL IN NO EVENT BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR WORK-STOPPAGE, LOSS OF DATA, LOSS OF GOODWILL, LOST PROFITS, LOST OPPORTUNITY, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES AND ANY AND ALL DAMAGES RELATED TO THE INSTALLATION, OUTAGE, MAINTENANCE, REPAIR, REPLACEMENT, INSPECTION, REMOVAL, USE OR FAILURE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM EVEN IF UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, UNION'S SOLE LIABILITY, IF ANY, FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR FAILURE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE APPLICABLE TO THE PERIOD TO WHICH THE SERVICES, EQUIPMENT AND/OR SYSTEM WERE AFFECTED. THESE LIMITATIONS AS WELL AS THOSE LIMITATIONS SET FORTH IN THE DOCUMENTS THAT FORM THIS AGREEMENT WILL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**INDEMNIFICATION.** CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNION, ITS AGENTS, EMPLOYEES, OFFICERS, CONTRACTORS, SUPPLIERS AND LICENSORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH THE USE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM, THE CONTENT SUBMITTED, POSTED OR UPLOADED TO OR THROUGH THE SERVICES ANY VIOLATION OF THIS AGREEMENT, APPLICABLE LAW, OR ANY RIGHTS OF ANOTHER. THESE OBLIGATIONS WILL SURVIVE TERMINATION OF THIS AGREEMENT AND CUSTOMER'S USE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM. UNION RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION, IN WHICH EVENT CUSTOMER WILL COOPERATE WITH UNION IN ASSERTING ANY AVAILABLE DEFENSES.

**GOVERNING LAW; JURISDICTION; VENUE.** This Agreement will be governed by and construed under the laws of Wisconsin. **THE PARTIES IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION (INCLUDING PERSONAL JURISDICTION) AND VENUE OF THE STATE AND FEDERAL COURT HAVING JURISDICTION FOR PLAINFIELD, WISCONSIN.**

**Amendments.** Except as otherwise provided herein, any amendment to this Agreement shall not be valid or binding unless made in writing and signed by Customer and an authorized representative of Union. Any amendments otherwise permitted by this Agreement to be made by Union in its sole discretion shall become effective thirty (30) days after notice from Union to Customer. Customer's use of any of the Services after the effective date of any amendment shall constitute Customer's acceptance of and agreement to such amendment.

**Notice.** Notice shall be provided to the other party in the following manner: (i) To Union: by calling Union at 715-335-6301; by delivering written notice to any of Union's offices; or by depositing written notice in the U.S. Mail, postage prepaid, addressed to Union, Attn: Office Manager, PO BOX 96, Plainfield, WI 54966-0096; and (ii) To Customer: by depositing written notice in the U.S. Mail, postage prepaid, addressed to the Customer at the Premises or the Billing Address on an Application; or sending written notice to Customer's E-mail address.

**Miscellaneous.** Customer shall not assign this Agreement or any right or obligation hereunder without Union's prior written consent. Union may assign this Agreement in whole or in part. This Agreement shall be binding upon the parties' successors and permitted assigns. Failure to enforce any right or remedy available under this Agreement is not a waiver. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement is the entire agreement between Union and Customer and supersedes any inconsistent or additional promises, representations, warranties or statements made to Customer by any employee or agent of Union. Union may convert this Agreement to electronic format, which shall be given the same effect as the original.

**PLEASE READ THIS AGREEMENT CAREFULLY. SIGNATOR ACKNOWLEDGES THAT BY SIGNING BELOW HE/SHE IS AT LEAST 18 YEARS OF AGE AND HAS BEEN AUTHORIZED BY CUSTOMER TO SIGN THIS AGREEMENT. BY SIGNING THIS AGREEMENT OR BY USING THE SERVICES CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT.**

Customer: \_\_\_\_\_ Signature: \_\_\_\_\_ Spouse: \_\_\_\_\_ Date: \_\_\_\_\_

Customer: \_\_\_\_\_ Signature: \_\_\_\_\_ Spouse: \_\_\_\_\_ Date: \_\_\_\_\_

Business Customer: \_\_\_\_\_ Authorized Rep: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Start Date if Services already installed: \_\_\_\_\_

Comments: