

ROYELL COMMUNICATIONS, INC.

TERMS OF SERVICE

1. General. By executing this Agreement, Customer agrees, represents and warrants as follows:

a. Customer has read and understands this Agreement and each and every term herein and has not been promised or guaranteed anything by Royell Communications, Inc. ("Royell"), its representatives or agents that is not stated in writing in this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties. Customer acknowledges that he/she may not transfer this account without the prior written consent of the Company and that transfer of accounts is specifically prohibited.

b. The person signing this Agreement has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein. Customer understands that if Customer is married and signs this agreement, Customer is signing on behalf of both Customer and Customer's spouse and represents to Company that Customer has spouse's authority to sign Agreement.

c. Customer agrees that Royell has Customer's permission and Customer will get whatever other permission is needed for Royell or Royell's contractor to enter Customer's property for installing, maintaining or removing Royell's equipment. Customer agrees to cooperate with Royell or Royell's contractor without charge in securing all easements, rights-of-way, rights of access, etc., necessary or desirable for the installation, operation, maintenance, change, repair, inspection, replacement or removal of Royell's Equipment.

d. Customer understands that if Customer has authorized someone other than Customer to provide Royell or Royell's contractor with access to the premises, then Royell shall not be liable for the actions or omissions of such authorized party who provides Royell with access to the premises.

e. Customer had been shown and has consented to the placement of wiring and all other equipment to be installed by Royell and Customer is satisfied with the installation of all equipment and wiring and agrees that same has been performed in a good workmanlike manner by Royell. Customer solely assumes all responsibility and liability for the condition of all installation sites and structure.

2. Provision of Services. The Services identified on the Broadband Internet Service Agreement Page of this Agreement (the "Services") as well as any additional equipment and/or facilities required for Royell to provide the Services requested by Customer shall be provided pursuant to these General Terms and Conditions and any additional terms and conditions set forth on the Broadband Internet Service Agreement Page of this Agreement. Failure by Customer or any person utilizing the Services provided to Customer to abide by these General Terms and Conditions and any additional terms and conditions set forth on the Broadband Internet Service Agreement Page of this Agreement shall subject Customer's Services to immediate termination by Royell.

3. Automatic Renewal. Beginning on the expiration of the initial term, **this Agreement shall automatically renew on the anniversary of the Effective Date.** However, either party may terminate this Agreement, by giving the other party written notice of its election to terminate at least **thirty (30) days** in advance of the first or any subsequent anniversary of the Effective Date.

4. Payment. For residential or business accounts Royell requires cash, check, credit card, or bank debit for payment of Services. Your second month may be a pro-rated amount, depending on the date

of installation. Payments will be deducted on or about the 10th day of every month. Payment shall be for all charges set forth in this Agreement as well as all applicable taxes and additional charges for additional CPE and/or facilities requested by Customer. If Customer fails to make any payment when due, Customer's account shall be in default. Accounts in default are subject to immediate termination or suspension, as well as a late payment charge of up to 5% per month on the outstanding balance due or \$5.00 per month, whichever amount is greater. In addition, Customer shall pay reasonable expenses, including without limitation attorneys' fees and court costs, incurred by Royell in connection with enforcement of its rights under this Agreement.

5. Credit History. Customer consents to Royell obtaining Customer's payment history and other credit information from and/or disclosing such information to credit reporting agencies, credit bureaus and/or or private credit reporting associations.

6. Charge Adjustments. Royell may adjust the charges for Services by giving written notice of an adjustment to Customer not less than thirty (30) days in advance of the date on which the adjustment is to become effective. Upon receiving written notice of a charge adjustment, Customer may terminate this Agreement without any obligation to pay generally applicable cancellation charges by giving written notice of its election to terminate to Royell prior to the proposed effective date of the charge adjustment.

7. Customer Premise Equipment. In order to receive certain Services, Customer may be required to install certain additional Customer Premises Equipment ("CPE"). Royell does not guarantee the Services to be compatible with any CPE that is not installed by Royell.

a. Leased CPE: Customer may lease CPE from Royell upon additional terms and conditions and for an additional charge which shall be provided to Customer upon request. CPE provided by Royell ("Royell CPE") shall be used by Customer solely in connection with Service provided by Royell. Customer shall maintain Royell CPE in good working condition and be responsible for all loss or damage to Royell CPE, excluding any such loss or damage caused by Royell's employees or agents. Royell CPE provided to Customer shall at all times remain the sole and exclusive property of Royell. Upon termination of Customer's Service for any reason:

(i) Customer's right to possess, access and use Royell CPE shall terminate absent Royell written authorization to continue possessing, accessing and using such Royell CPE, and (ii) absent such written authorization, Customer agrees to return all Royell CPE to Royell within ten (10) days of the termination of Customer's service. To return Royell CPE, Customer may return it to the Royell office or Customer shall (1) call Royell to receive a Return Materials Authorization number, and (2) ship the equipment back to Royell at Customer's sole expense, to be received no more that ten (10) days after termination of Customer's Service. Risk of loss concerning returned Royell CPE shall remain with Customer until receipt is confirmed by Royell.

b. Purchased CPE: At Customer's request Royell will purchase and configure CPE for Customer for an additional charge which shall be provided to Customer upon request. CPE purchased and configured by Royell for Customer shall be purchased by Customer and used by Customer solely in connection with Service provided by Royell. By signing this Agreement, Customer agrees and warrants that Customer shall maintain aforesaid CPE in good working condition. Additionally, Customer agrees and warrants that upon termination of Customer's Service for any reason: (i) Customer's right to possess, access and use Royell CPE shall terminate absent Royell written authorization to continue possessing, accessing and using such Royell CPE, and (ii) absent such written authorization, Customer shall sell back to Royell, within ten (10) days of the termination of Customer's Service, all CPE purchased by customer and configured for Customer by Royell Communications, Inc., and (iii) Customer shall sell back to Royell all CPE purchased by customer and configured for Customer by Royell Communications, Inc for the same price that Customer paid Royell at time of installation, and (iv) Customer agrees to return all Royell CPE to Royell within ten (10) days of the termination of

Customer's service. To return Royell CPE, Customer may return it to the Royell office or Customer shall (1) call Royell to receive a Return Materials Authorization number, and (2) ship the equipment back to Royell at Customer's sole expense, to be received no more than ten (10) days after termination of Customer's Service or Customer shall call Royell and arrange a pickup of the equipment for a service charge. Risk of loss concerning returned Royell CPE shall remain with Customer until receipt is confirmed by Royell. (v) CPE purchased by customer and configured for Customer by Royell Communications, Inc not returned within the ten (10) day period following the termination of Customer's Service will be charged to the Customer at full Retail Value of the CPE purchased by customer and configured for Customer by Royell Communications, Inc. Customer shall be responsible for all loss or damage to the aforesaid CPE, excluding any such loss or damage caused by Royell's employees or agents.

8. Transport. Royell shall provide Services to Customer from Royell's location. The cost of transport from Royell's location to Customer's location shall be Customer's responsibility, unless otherwise agreed in writing. Customer shall be responsible for all Terms and Conditions applicable to any facilities leased for transport to Customer's location. Any costs or other liability of any kind incurred by Royell in connection with any leased facilities shall be passed through by Royell to Customer.

9. Standard Services. Standard Service provided by Royell includes a connection to Royell's nearest point of presence ("POP") unless otherwise specified. Royell may provide connection beyond Royell's POP for an additional charge which Royell shall provide to Customer upon request. Royell personnel shall be available to provide technical support to Customer during the hours of 9:00 a.m. to 7:00 p.m., Monday through Thursday, 9:00 a.m. to 6:00 p.m. Friday and 9:00 a.m. to 3:00 p.m. on Saturday, Royell's company holidays excluded. Royell personnel shall also be available to assist Customer after regular business hours and on Royell's company holidays for additional charges which shall be provided to Customer upon request.

10. No Resale. Customer shall not promote, offer, resell or give any Services or equipment provided under this Agreement to any third party. Upon confirmation by Royell of any violation of this provision by Customer, or by Customer's principals, employees or agents, Royell may: (i) terminate the provision of Services to Customer immediately; (ii) recover from customer liquidated damages equal to two times the monthly fee for each violation for so long as the violation continues; and/or (iii) seek injunctive relief and/or available damages through state or federal courts.

11. No Warranties. ROYELL PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR EQUIPMENT PROVIDED TO CUSTOMER. ROYELL HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ROYELL'S SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" BASIS. IN ADDITION, ROYELL MAKES NO REPRESENTATION THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ROYELL WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS IN SERVICES. THIS SECTION WILL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

12. Limitation of Liability. ROYELL SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUES, PROFITS OR DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IRRESPECTIVE OF WHETHER ROYELL IS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, ROYELL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL THEORY SHALL UNDER NO

CIRCUMSTANCES EXCEED THE TOTAL FEES PAYABLE TO ROYELL WITHIN THE MOST RECENT SIX-MONTH PERIOD PURSUANT TO THIS AGREEMENT.

13. Third Party Actions/Occurrences Beyond Royell's Control. Royell shall not be responsible for actions of any third parties that may impact, disrupt or damage Customer's Services, equipment, software, business or property. While Royell disclaims any responsibility to advise Customer of any risks associated with Services, Customer acknowledges that Royell has advised Customer of the heightened risks created by "always-on" Internet connections, and Customer shall be responsible for maintaining appropriate firewall protection and other protection of its computers and/or network equipment. Customer also understands that Royell cannot and does not guarantee or warrant that files available for downloading through the Service will be free of infection or viruses, worms, Trojan horses or other code that exhibit contaminating or destructive properties. **In addition, Royell shall not be responsible for damage, service disruptions, delays or other problems that are the direct or indirect result of any cause or occurrence beyond Royell's control. Causes or occurrences beyond Royell's control shall include, but shall not be limited to: acts of God; acts of civil disobedience; casualty or accident; war; labor disputes; government actions; interference with or disruptions, delays or other problems with Royell's wireless signal; or disruptions, delays or other problems with Customer's local telephone service.** Customer understands that, except for information, products or services clearly identified as being supplied by Royell, Royell does not operate control or endorse any information, products or services on the Internet in any way. Except for Royell-identified information, products or services, all information, products and services offered through the Service or on the Internet generally are offered by third parties that are not affiliated with Royell.

14. Prohibited Activities. Customer shall not do any of the following or permit any of Customer's authorized users or other third parties to do any of the following:

- a. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
- b. Post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component;
- c. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software, or other material protected by copyright or other proprietary rights without obtaining the prior consent of the copyright owner or right holder;
- d. Disseminate unsolicited commercial e-mail that uses a third party's domain name without permission, contains falsified routing information or a misleading subject line, or is otherwise contrary to Royell's policy on "Spamming" and/or applicable state or federal law;
- e. Abuse or fraudulently use the Service or any equipment provided pursuant to this Agreement in any way whatsoever whether or not specifically identified herein.
- f. Excessive downloading or uploading using peer-to-peer file sharing software or FTP (File transfer protocol) software.
- g. Use of any server software without prior written consent from Royell.

15. No Obligation to Monitor. Royell disclaims any obligation to monitor or exercise any control over

the content of information passed through its system. However, Customer's use of Services in violation of Paragraph 14 above (Prohibited Activities) shall constitute an irreparable breach of this Agreement and shall be grounds for Royell to immediately terminate or suspend Service provided to Customer, and/or remove or block Customer's access to prohibited materials.

16. Indemnification. Customer shall indemnify, defend and hold harmless Royell, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by Royell (collectively the "losses"), in so far as such losses (or actions in respect thereof) arise out of, are related to, or are based on any claim related to Customer's use of Services or any equipment provided pursuant to, or to Customer's breach of any term of this Agreement.

17. Choice of Law; Venue. The validity, construction, and performance of this Agreement shall be governed by the substantive law of the State of Illinois without regard to the conflicts of law provisions thereof. Any action relating to this Agreement must be brought in the federal or state courts, as appropriate, located in the County of Macoupin, Illinois, and Customer irrevocably consents to the jurisdiction of and venue in such courts.

18. No Assignment. Customer may not sell, transfer, assign or subcontract this Agreement, or any right or obligation set forth herein, without the prior written consent of Royell. Any act in derogation of the foregoing shall be null and void.

19. No Waiver of Rights. Failure by Royell to enforce Customer's strict performance of any provision of this Agreement will not constitute a waiver of Royell's right to subsequently enforce such provision or any other provision of this Agreement.

20. Effect of Termination, Suspension or Expiration. No termination or suspension of Service to Customer, or expiration of this Agreement, shall relieve either party from the liabilities or obligations incurred prior to such termination. Without limitation, upon such termination or suspension of Service Customer shall remain obligated for any amounts due to Royell pursuant to the terms of this Agreement. In the event of termination of Service to Customer due to default or the undertaking of any prohibited activity by Customer, Customer's authorized user, or any third party in connection with Customer's account, Customer shall be responsible for an Early Termination Fee of \$200.00. In the event of termination of Service to Customer due to loss or damage of Royell CPE, while Royell CPE is in Customer's possession, Customer shall be responsible for an Early Termination Fee of \$200.00 in addition to any costs resulting from Customer's loss or damage of Royell CPE.

21. Severability. If any portion of this Agreement shall be held by a court of competent jurisdiction for any reason to be invalid or unenforceable, the remaining portion or portions shall nevertheless be considered valid, enforceable and this Agreement shall be carried into effect without the invalid or unenforceable portion unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

22. No Oral Modifications. No agreement or variation of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by the parties hereto. All section titles and captions contained herein are for convenience and reference only and shall not be considered as part of the content of this Agreement.

23. Binding Upon Successors and Assigns. Notwithstanding any limitation on assignments, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, or successors.