

**DUMONT TELEPHONE COMPANY SERVICE AGREEMENT**

**1. Terms and Conditions.** This Service Agreement includes the terms and conditions under which Dumont Telephone Company, an Iowa corporation (together with any subsidiaries or affiliates providing your Service or Equipment, "we," "us" or the "Company") will provide you communications services ("Service") and ancillary equipment ("Equipment") as set forth in your Service Level Agreement attached as Exhibit A and incorporated by this reference as set forth fully herein.

This Service Agreement applies to both regulated and non-regulated communications services. In the event that any of the terms of your Service Agreement conflict with the terms of our lawfully enacted services catalog for any regulated service, the terms in the services catalog will control as to that regulated service.

**2. Rates; Invoicing.** Nonrecurring and recurring charges for the Service and Equipment are as set forth in your Service Level Agreement and/or the services catalog we maintain, current versions of which are available upon request. Recurring charges are billed monthly, in advance. Installation charges, service calls, Equipment charges, usage based fees, storage based fees, and other non-recurring charges or items that cannot be billed in advance will be billed in arrears on the following month's invoice. All 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, including all applicable taxes, fees and surcharges, by the due date on the invoice. If you have signed up for electronic billing, you may elect not to receive a paper invoice. 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. 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. We require a deposit. If the Service is canceled or disconnected for any reason, we will, subject to applicable law and regulations, apply your deposit toward payment of outstanding charges. Any amount remaining on your deposit after twelve (12) months will be paid back to you with interest.

**3. Contract Term.** The agreed term of this Service Agreement (the "Contract Term") is set forth in your Service Level Agreement. After any Contract Term has expired, you will receive Service on a month-to-month basis until Service is terminated by you or canceled by us in accordance with this Service Agreement.

**4. Termination.** Notwithstanding any Contract Term, you may terminate this Service Agreement for cause in the event of our material breach of any term in this Service Agreement by notifying us in writing, by e-mail or verbally, so long as verbal notice is provided by the registered account holder. Upon receipt of such notice, your Service will terminate on the date requested. Notwithstanding any Contract Term, we may at any time immediately cancel this Service Agreement and disconnect Service in the event that you violate the terms of your Service Agreement, any applicable acceptable use policy, or fail to pay any invoice when due without notice. Where we terminate the Service for cause, you must pay any costs and expenses associated with the termination or collection of charges, billings or fees under this Service Agreement, including attorney's fees.

**5. Equipment.** We will provide Equipment for your independent installation, unless provided otherwise in your Service Level Agreement. You must notify us of any defects to the Equipment or objections within ten (10) business days after its delivery and installation. If you fail to so notify us, we will assume the Equipment was delivered in good repair and is satisfactory and acceptable to you. If we provide the initial installation and configuration of your Equipment, such work will be performed on a time and materials basis in accordance with our applicable rate schedules in effect at the time of your order. In certain cases, you may elect to independently acquire or supply your own equipment ("Customer Supplied Equipment" or "CSE") instead of buying equipment provided by us. In no event will we be liable for incompatibility, fitness, damages, or defects caused or sustained by the Equipment caused by your or any third-party installation or CSE.

We will provide you Equipment for the term of Service Agreement 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 your Service Level 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 or license to you certain Equipment at a price and otherwise on such terms as specified in your Service Level Agreement. All leased or licensed Equipment remains our property and must be maintained and returned as provided herein. We have no responsibility for replacing Equipment destroyed or damaged by your misuse, abuse or neglect. In the event that any Equipment provided by us is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in your possession, you may be liable to us for an equipment recovery fee ("ERF") up to the full cost of repair or replacement of such Equipment. To the extent of your insurable interest therein, you may elect, at your sole cost, to have Equipment covered by insurance. You acknowledge that we are not the manufacturer of, nor a dealer in, any Equipment.

**6. Return of Equipment.** If you cancel the Service or if Service is disconnected by us, then you must return any leased or licensed Equipment, or Equipment for which full payment has not been received by the Company to us during our regular business hours, Monday through Friday (except holidays), within ten (10) days of the cancellation or disconnection of Service. The Equipment must be returned to us in the same condition that you received it, except for normal wear and tear. All Equipment must be returned to our business office or an alternative location designated by us at the time of cancellation or disconnection. If you are unable to travel to our business office or other designated location to return the Equipment, you may request pick-up service. Provision of pick-up service is solely at our option and our refusal or failure to provide pick-up service will not excuse your obligation to return Equipment. If we agree to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which you will be informed of when you request pick-up service and which will be payable at time of pick-up. The Equipment shall not be returned by mail or delivery service. If after ten (10) days from cancellation or disconnection of Service, any leased or licensed Equipment has not been returned to us, you may be liable to us for an ERF in an amount up to the full cost of replacement of such Equipment. 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.

**7. Our Responsibilities.** During the term of this Service Agreement, our duties and responsibilities include the following:

- (a) to provide the Service and Equipment as set forth in the Service Level Agreement;
- (b) to install, configure, maintain, upgrade, replace, and remove all Equipment as called for in your Service Level Agreement;
- (c) to replace and/or correct any defects in workmanship or Equipment provided by us that are reported by you contacting our customer service number within sixty (60) days of the date of installation;
- (d) to undertake reasonable efforts to maintain our network and respond to service or trouble calls in a timely manner;
- (e) to provide first level customer support for questions concerning the Service or Equipment, technical problems, options, configuration and administration during normal business hours of 7:30 am to 4:00 pm, Monday through Friday, excluding federal holidays, via telephone at 857-3211 (Dumont), 267-2300 (Allison), and via email at dumontel@netins.net;
- (f) to provide telephone or e-mail dispatch service for service calls outside normal customer service hours call (855) 300-2343. Special rates may apply for calls outside normal business hours;
- (g) to provide support for non-critical issues in a mutually agreeable time frame;
- (h) to report to you, in writing, any use or disclosure of your information not authorized by this Service Agreement immediately upon discovery of the unauthorized disclosure; and,
- (i) if required to disclose your information pursuant to the order of the court or administrative body of competent jurisdiction or a government agency, if practical and permitted by law to (1) notify you prior to such disclosure as soon as possible after receipt of such order and (2) limit the disclosure to the extent legally permissible.

**8. Your Responsibilities.** During the term of this Service Agreement, your duties and responsibilities include the following:

- (a) to pay, when due, all non-recurring and recurring charges for the Service and Equipment and/or the installation of Equipment and connection of the Service;
- (b) to allow us to enter your premises periodically during the term of this Service Agreement to install, connect, inspect, maintain, repair, alter, disconnect the Service and remove Equipment;
- (c) to maintain current and accurate account and billing information with us;
- (d) to install and maintain appropriate anti-virus, firewall or filtering software, and data backup or recovery services, as appropriate for your intended use of the Service;
- (e) to maintain appropriate environmental control, physical and network security for all Equipment, including replacing and maintaining batteries or other ancillary items to operate the Equipment and to permit no person to translate, reverse engineer, decompile, recompile, update or modify all or any part of the Equipment or merge it into any other equipment;
- (f) to immediately notify us of any technical or other problems with the Service;
- (g) to authorize us to log onto your system to perform remote support service as deemed necessary to diagnose the cause and extent of the problem, perform such actions as necessary to correct the problem, and/or recommend corrective actions to be performed by us or third parties;
- (h) to use the Service and Equipment only for legal purposes and in compliance with this Service Agreement, Service Level Agreement and any applicable acceptable use policy. Under no circumstances shall the Service be used in any way that exploits, harms, or attempts to exploit or harm another person, or in any way is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, or otherwise invasive of another's privacy; and,
- (i) to authorize us to investigate or verify your credit history and to share credit information with credit reporting agencies.

**9. Disclaimer of Warranties.** We agree to use our best efforts at all times to promptly and efficiently maintain the Service and Equipment, as required by this Service Agreement. We make no representations, warranties, guarantee or assurance regarding the Service or Equipment and shall not incur any liability to any person or company for damages, losses, claims, liabilities or expenses, except those resulting from our own willful misconduct or gross negligence. You agree we shall not be liable for, and hereby release and waive any claims against us related to any damage, loss, or cost incurred by you resulting from or arising out of the acts, omissions or provision of services by any third parties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR EQUIPMENT, OR THEIR

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.

**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 any Service or Equipment, or any other violation of your Service Agreement, 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. This Section shall survive termination of this Service Agreement to the extent necessary to give it its intended and proper effect. In the event you use the Service and/or Equipment contrary to the terms of this Service Agreement, any applicable end user license agreement or user guide, you shall be liable to us for any damages caused by such activity.

**11. Limitation on Remedies.** TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER YOUR SERVICE AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE SERVICES OR EQUIPMENT WE PROVIDED DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, 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, TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, LOSS OF INFORMATION, LOSSES DUE TO SECURING REPLACEMENT SERVICES OR EQUIPMENT, 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.

**12. Severability.** If any part or provision of your Service Agreement is held, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority or by the final determination of any court of competent jurisdiction, that part or provision will be construed consistent with applicable law or regulation 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 this Service Agreement.

**13. Entire Agreement; Conflicts.** Your Service Agreement supersedes any prior agreements between us, and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter.

**14. No Implied Waiver.** Our failure to exercise or enforce any right under or provision of your Service Agreement shall not constitute a waiver of any such right or provision.

**15. Changes to Terms.** We reserve the right to change any term or condition of this Service Agreement upon thirty (30) days 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 upon receipt of notice of such change, cancel your Service Agreement if the communicated change would materially adversely modify the terms (including price) of Service or your rights under this Service Agreement. If you elect not to cancel your Service Agreement and continue to use Service after receiving notice of any such changes, your continued use of Service will constitute acceptance of the changed terms and conditions.

**16. System Availability.** Although we will try to provide continuous access to the Service, we cannot and do not guarantee that the Service will be available 100% of the time and will not be liable in the event Service is unavailable. Actual service or network performance is dependent on a variety of factors outside of our control. If you notify us within twenty-four (24) hours and we confirm an outage consisting of a period of two (2) hours in any calendar month, and not due to any service, act, or omission of you, a third party, your applications, equipment or facilities, or reasons outside of our control, you shall be eligible for a service credit. A service credit shall be computed as a pro-rated charge for one day of the regular monthly fees for the Service in the next monthly statement. Intermittent service outages for periods of less than two (2) hours are not considered service outages. Outages caused by routine scheduled maintenance are also not considered an outage. You shall receive advance notice no less than forty-eight (48) hours in advance of our scheduled maintenance. Scheduled maintenance will be performed between 12:00 a.m. and 6:00 a.m. CST.

**17. Extraordinary Events.** We shall not be liable for any loss caused directly or indirectly by war, acts of God, of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or material, freight embargoes, unusually severe weather, breakdowns, electrical power failures, operational failures, unavoidable delays, operational upgrades, operational modifications, facility shortage, equipment, acts or omissions of underlying carrier, relocation of service, content provider, vendor or other third party, or other conditions beyond our control.

**18. Notices.** Any notices shall be addressed to the name and address identified in this Service Agreement and shall be delivered by registered or certified mail, postage prepaid or e-mail, unless otherwise specified in this Service Agreement. Notices given by mail shall be deemed received three (3) days after placement in the mail. Notice given by e-mail will be deemed received upon delivery.

**19. Assignment.** Neither party shall have the right to assign any part or all of its interest in this Service Agreement to any other person or entity, without the express prior written consent of the other party, except that we shall be permitted to assign our rights, and delegate our obligations, liabilities, and duties under this Service Agreement, to any entity that is, or that was immediately preceding such assignment, our affiliate or to an entity acquiring all or substantially all of our assets or equity, whether by sale, merger, consolidation or otherwise.

**20. Authority.** Each party represents and warrants to the other party that: (a) it has the right, power and authority to enter into and perform its obligations under this Service Agreement and (b) the person executing this Service Agreement on its behalf has been duly authorized to bind it to this contract.

**21. Third Party Beneficiaries.** It is the explicit intention of the parties that no person or entity other than the parties to this Service Agreement shall be entitled to bring any action or to enforce any provision of this Service Agreement against either party.

**22. Governing Law; Jurisdiction.** Your Service Agreement and our contractual relationship with you 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 suit under your Service Agreement (other than to enforce a judgment or award) will be brought in the federal or state courts in the districts which include Des Moines, Polk County, Iowa. You hereby agree and submit to the personal jurisdiction and venue of such courts.

**23. Counterparts.** Your Service Agreement may be executed in one or more counterparts, each of which shall be an original. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to an electronic mail message, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

**24. Contact Release Information.** I agree to permit Dumont Telephone Company and their business associates to contact me, and all other responsible parties on my account, concerning any and all aspects of my account including collections for bad debt. Acceptable methods of contact may include but are not limited to Landline, Cell phone, other mobile devices, etc.

**IMPORTANT:** PLEASE REVIEW THIS SERVICE AGREEMENT AND ALL ATTACHED EXHIBITS CAREFULLY. BY SIGNING BELOW, YOU ACKNOWLEDGE RECEIPT OF THIS SERVICE AGREEMENT AND AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS, CONDITIONS AND PROVISIONS CONTAINED AND/OR INCORPORATED INTO YOUR SERVICE AGREEMENT. IF YOU DO NOT ACCEPT ALL OF THESE TERMS, CONDITIONS AND PROVISIONS, PLEASE NOTIFY US PRIOR TO ACTIVATION OF SERVICE, AND WE WILL CANCEL OR DISCONNECT YOUR SERVICE.

This Service Agreement is being signed by the parties, through their duly authorized agents, as of the Effective Date.

## **DUMONT TELEPHONE COMPANY SERVICE AGREEMENT**

### **EXHIBIT A** **Service Level Agreement**

*[Refer to the online form completed at [www.dumonttelephone.com](http://www.dumonttelephone.com)]*

## CUSTOMER NOTICE FOR VIDEO SERVICE

As a subscriber to DUMONT TELEPHONE COMPANY (the "Company") video service, you are entitled to this notice regarding our video programming products and services and certain policies applicable to such service. If you have any questions about this notice, please contact the Company's business office at 857-3211 (Dumont) or 267-2300 (Allison).

### **PRODUCTS AND SERVICES**

1. **Video Products and Services Offered.** The Company offers video programming service to customers, including certain video programming packages and associated equipment. For a complete overview of products and services offered, please contact the Company's business office. Instructions on how to use service and associated equipment are provided upon installation and are available from the Company upon request.
2. **Prices and Options for Video Services.** Current prices and options for installation and service are available by contacting the Company's business office. Pricing applicable to specific services may depend on the service package and/or service term.
3. **Conditions of Service.** As a condition of receiving service, you may be required to enter into a separate service agreement. You agree to be bound by any required service agreement along with all applicable terms and conditions of service in this notice (collectively, the "Service Contract"). Your Service Contract may include additional terms and conditions approved by the Company and communicated to you in writing from time to time, including applicable charges and/or promotional discounts for specific services requested by you from time to time.
4. **Termination of Service.** You may initiate termination of service (a) by notifying the Company's business office during normal business hours and scheduling a physical disconnection of service and equipment recovery, or (b) by directly and personally appearing at the Company's business office during normal business hours and surrendering all equipment to the Company. Upon disconnection of service for any reason, you are liable for service-related charges for all services rendered by the Company up to the disconnect date and may be liable for prorated service charges based on the remaining term of any applicable Service Contract. In addition, you are liable for all equipment-related charges until such equipment is returned to the Company.
5. **Theft of Service or Willful Damage to Equipment.** Receipt of service without proper payment to the Company is a crime. You are advised that the law prohibits (a) theft or unauthorized reception of video programming; (b) assisting theft or unauthorized reception of video programming, including the manufacturing or sale of equipment intended or such unauthorized use; and (c) willful damage, alteration or destruction of equipment or facilities installed in or located on your premises or otherwise provided to you by the Company. You may be subject to both civil and criminal penalties for such prohibited conduct.

### **BILLING POLICY**

1. **Payment.** You are solely responsible for paying for all services, including charges for installation, equipment and programming or other services and all applicable local, state or federal fees, taxes and surcharges. Unless otherwise provided in the applicable written Service Contract, monthly recurring charges are billed to you in advance and non-recurring charges are billed to you in arrears. All charges are due upon your receipt of the bill or by the date specified on the billing statement.
2. **Changes in Service and Charges.** From time to time the Company may change or delete programming services, upgrade or otherwise modify its operating equipment and/or increase or decrease any fees and charges for installation, equipment and programming service. Whenever possible, the Company will give all customers prior written notice of any changes in rates, programming services or channel positions in compliance with applicable law and local franchising requirements. Notwithstanding the preceding, content, programs and/or formats associated with any programming service may be discontinued, modified or changed by the owners of such services at any time without prior notice to customers.
3. **Late Charges and Other Charges.** The Company may impose an administrative late fee for any charges not paid in full by you on or prior to the applicable due date. If service is disconnected for nonpayment, the Company may, in addition to any outstanding balance and applicable late charges, impose a reconnect charge and/or require a security deposit before service is restored.

### **INSTALLATION POLICY**

1. **Ownership of Equipment.** For purposes of this notice, "equipment" includes all equipment and/or facilities installed in or located on your premises or otherwise leased or provided to you by the Company, including without limitation modems, set-top boxes, remote controls, adapters, converters, decoders and wiring. Equipment does not include additional remote controls or other customer premises equipment purchased by you from the Company or a third party. All equipment shall remain the sole and exclusive property of the Company, unless otherwise specified in your written Service Contract or otherwise provided by the Federal Communications Commission's inside wiring regulations.
2. **Damage, Loss or Theft.** You are solely responsible for the safe keeping of all equipment installed in or located on your premises or otherwise provided to you by the Company. In the event that any equipment is damaged, destroyed, lost or stolen while in your possession, you shall be liable to the Company for the full cost of repair or replacement for such equipment. Any warranties for defective equipment shall be as specified in your written Service Contract.
3. **Return of Equipment.** Upon disconnection of service for any reason, your right to possession of equipment shall immediately cease and terminate. You agree to return all equipment directly to the Company within ten (10) business days of the disconnect date in good operating condition, reasonable wear and tear excepted. For any unreturned equipment, you agree to pay the Company the full cost of replacement without deduction for depreciation, wear and tear or physical condition. In the event that you fail or refuse to promptly return any equipment, the Company may enter the premises where the equipment was installed or located for the purpose of discontinuing service and/or removing the equipment.
4. **Access to Premises.** The Company may enter into, upon and over your premises periodically to install, connect, inspect, maintain, repair or alter its service outlets or equipment. To the extent consistent with your ownership of the premises, you grant the Company a continuing easement to construct, install, maintain and/or replace all facilities and equipment as necessary for the Company to provide service. If you are not the owner of the premises for which you have requested installation of service, you represent and warrant to the Company that you have the consent of the owner as necessary for the Company to perform required installation and maintenance for service to the premises. You agree to indemnify and hold the Company harmless from and against any and all claims arising from or through any owner of the premises and in connection with service to the premises.

### **MAINTENANCE AND REPAIR POLICY**

1. **Service and Repair.** The Company will undertake reasonable efforts to maintain the system in good working order and to respond to service calls in a timely manner. The Company will repair and correct damage to equipment or interruptions of service due to reasonable wear and tear or technical malfunction. Physical damage to equipment caused by your intentional or negligent misuse is your sole responsibility. The Company assumes no liability for damage to equipment due to circumstances beyond its control, including without limitation acts of God, natural disaster, fire, civil disturbance, strike or weather.
2. **Customer Equipment.** The Company assumes no responsibility for the operation, maintenance or repair of any customer equipment, including but not limited to televisions, VCRs, audio receivers or other devices owned or connected by you.

### **COMPLAINT POLICY**

1. **Contact the Company.** For questions or complaints regarding video programming service, including any issues or complaints related to service charges, operating equipment or quality of service, you should first call or write the Company's customer service department using the contact information listed on the monthly billing statement or at the following address and telephone number:

Dumont Telephone Company  
PO Box 349  
Dumont, IA 50625  
641-857-3211

The Company will make every effort to resolve any outstanding complaints or issues within ten (10) business days of its receipt of the request or complaint.

2. **Contact Local Franchising Authority.** If you have contacted the Company as required above and the problem is not resolved to your satisfaction, you may contact your local city government, which serves as the local franchising authority for the Company's cable system.

If you have any questions about the Company's policies as described in this notice, please contact the Company at the address and telephone number listed herein or at the address and telephone number listed on your monthly billing statement or service order. The Company will provide you with a copy of this notice at least annually and at any time upon request. The Company will notify you in advance of any significant changes to the information included herein.

## ACCEPTABLE USE POLICY FOR BROADBAND SERVICE

This Acceptable Use Policy ("AUP") governs high speed Internet service (Broadband) provided to you by **Dumont Telephone Company** (together with any subsidiaries or affiliates providing your service, "we" "us" or "Company") and includes the following terms and provisions as the same may be amended or modified from time to time as provided herein. The terms and provisions of this AUP are without limitation of any rights to suspend or terminate service that Company otherwise possesses under your service agreement or applicable law.

1. **Applicability.** This AUP applies to you as a customer and to any other person, authorized or unauthorized, using your service (each such person, a "User"). For purposes of this AUP, your use includes, and you are responsible for, the use of all Users who access service through your account. It is your responsibility to take precautions to limit access to service to approved Users.

2. **Compliance Required.** Pursuant to the service agreement, all customers have agreed to and must comply with this AUP. Company reserves the right to terminate or suspend service immediately or to otherwise disconnect, remove, block, filter or restrict your use of service if Company determines, in its sole discretion, that such use is illegal or violates this AUP. Company will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. If Company believes that you have used service for an unlawful or abusive purpose, Company may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to Company's forwarding of any such communications and information to these authorities. In addition, Company may provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or others.

3. **Prohibited Uses and Activities.** This AUP identifies certain uses and activities that Company considers to be unlawful or abusive and therefore strictly prohibited. The examples listed herein are non-exclusive and are provided solely for guidance to customers. Company, at its sole discretion, reserves the right to discontinue service for any unlawful use. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other illegal or abusive uses or activities, the following constitute violations of this AUP:

- (a) **Unlawful Use:** Using service in any manner that violates local, state or federal law, including without limitation using service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.
- (b) **Copyright or Trademark Infringement:** Using service to transmit any material (by e-mail, bit torrent software, direct download, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of Company or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, the digitization and distribution of copyrighted video or music, and the unauthorized transmittal of copyrighted software.
- (c) **Violation of the Digital Millennium Copyright Act (DMCA):** Using service to circumvent any technological measures used by copyright owners to protect their works or using service to produce or disseminate technology primarily designed or produced to circumvent DMCA protections, that have only limited commercially significant purpose or use other than to circumvent; or that are marketed for use in circumventing DMCA protections.
- (d) **Harm to Minors:** Using service to harm, or attempt to harm, minors in any way; including but not limited to activities involving child pornography or the sexual exploitation of children.
- (e) **Threats:** Using service to transmit any material (by e-mail or otherwise) that illegally threatens or encourages bodily harm or destruction of property.
- (f) **Harassment and Cyberbullying:** Using service to transmit any material (by e-mail or otherwise) that unlawfully harasses another.
- (g) **Fraudulent Activity:** Using service to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- (h) **Forgery or Impersonation:** Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead intended while using service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- (i) **Unsolicited Commercial E-mail/Unsolicited Bulk E-mail:** Using service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- (j) **Intentional Network Disruptions and Abusive Activity:** Using service for any activity that adversely affects the ability of other people or systems to use service or third party Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. The transmission of viruses, malware, or engaging in "mail bombing," "chat flooding," cybersquatting, and similar unlawful behavior is also prohibited.
- (k) **Unauthorized Access:** Using service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Company's or a third party's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- (l) **Collection of Personal Data:** Using service to collect, or attempt to collect, personal information about third parties without their knowledge or consent in violation of applicable state or federal law.

4. **Network Management Practices.** A description of network performance characteristics is available on our website. Service is available for individual customer use only and not for resale. Reselling service without Company's written authorization will be considered a violation of your service agreement and will result in termination of service. Pricing is based on contemplated usage not exceeding commercially reasonable limitations. Unlimited plans and features offered as part of any service may **ONLY** be used for normal residential or business use. During certain peak usage times, Company may limit data transfer speeds in a non-discriminatory fashion, which may slow the rate of streaming video or download speeds. Company will not unreasonably discriminate in the transmission of lawful network traffic. Company will not block access to lawful content or websites, applications, services, or non-harmful devices. Company will keep accurate records of your service location(s), quantities, and usage under your service agreement. Company reserves the right to immediately disconnect or modify your service if Company determines, in its sole and absolute discretion that your use of service is, or at any time was, inconsistent with normal residential or business usage patterns or is otherwise in violation of this AUP. In the event your usage exceeds applicable usage limitations and as an alternative to disconnection of service, Company may offer you a revised service agreement including higher rates for usage of service that is deemed to be inconsistent with normal residential or business use. Company reserves the right to protect its network from harm, which may impact legitimate data flows. Company reserves the right to limit throughput or amount of data transferred, and to deny or discontinue service, without notice, to anyone it believes is using an unlimited data plan or feature in any manner prohibited herein or whose usage adversely impacts Company's network or service levels.

5. **Content.** You will be liable for any and all liability that may arise out of the content transmitted by you. You shall assure that your use of service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. Company reserves the right to disconnect or suspend your service and remove your content from service if Company determines, in its sole and absolute discretion, that such use or content does not conform with any applicable law, the requirements set forth in this AUP or interferes with Company's ability to provide service to you or others. Company's action or inaction under this Section will not constitute any review, waiver or approval of your usage or content.

6. **Theft of Service.** You must notify Company immediately if you become aware at any time that your service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you provide such notification, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent or abusive use of service. Failure to do so in a timely manner may result in the disconnection of your service, additional charges to you, and civil or criminal liability. Until such time as Company receives notice of the theft, fraudulent use or abusive use, you will be liable for all stolen, fraudulent or abusive use of service. Company reserves all of its rights at law and equity to proceed against anyone who uses service illegally or improperly.

7. **Indemnification.** By activating or using service, you agree to use service only for authorized, lawful purposes in accordance with this AUP and your service agreement. In addition to being subject to other remedies, liabilities and obligations under law or applicable agreements, you shall defend, indemnify, and hold Company harmless from any claims, damages, losses, or expenses (including without limitation attorneys' fees and legal costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from the breach by you or your Users of any provision of this AUP.

8. **Service Monitoring.** Company is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of service. However, Company may monitor the usage, bandwidth, transmissions and content of service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate service properly or to protect itself, its network and its customers and subscribers. Company reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to service.

9. **Termination of Service.** Company has the right to terminate access to or use of service as provided in this AUP and your service agreement. Access to and use of service is subject to strict compliance with law and applicable agreements.

10. **Modifications.** Company may modify the terms and conditions of this AUP in a commercially reasonable manner from time to time and shall provide you notice of such changes by publication on our website, bill message or other commercially reasonable notice. Your use of service following such notice constitutes your agreement to the modified terms and conditions.

11. **Survival.** The provisions of this AUP that by their sense and context are intended to survive the discontinuance or disconnection of your use of service shall survive such discontinuance or disconnection.

12. **Governing Law.** This AUP and the relationship between you and Company shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflict of law.
13. **No Waiver of Rights.** Company's failure to exercise or enforce any right under or provision of this AUP shall not constitute a waiver of such right or provision.
14. **Severability.** If any part or provision of this AUP 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 this AUP.
15. **Applicability to Attached Sites.** Sites directly attached to Company backbone are expected to adhere to Company acceptable use policies. The individual who signed the contract is responsible for educating site users on acceptable use policies. Violations of the AUP by directly attached sites will be referred to the account owner for resolution. The account owner will be held responsible for any violations of the AUP.
16. **Important Customer Information.** In addition to the terms and conditions set forth in this AUP, service is subject to your service agreement, which you should read carefully before activating or using service. For additional terms and conditions of service, refer to your service agreement, or speak with a customer service representative.

**IMPORTANT:** BY SIGNING THE SERVICE AGREEMENT AND/OR ACTIVATING OR USING SERVICE, YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE SERVICE APPLICATION, SERVICE AGREEMENT AND ANY APPLICABLE SERVICE TARIFFS, THIS ACCEPTABLE USE POLICY, THE TERMS AND CONDITIONS OF SERVICE, AND YOUR SELECTED SERVICE PLAN OR SERVICE PACKAGE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF SERVICE, PLEASE NOTIFY US PRIOR TO INSTALLATION AND WE WILL CANCEL YOUR SERVICE.

#### **IMPORTANT NOTICE REGARDING YOUR ACCOUNT INFORMATION**

Dumont Telephone knows the importance of personal privacy to our customers. Dumont Telephone keeps all account information strictly confidential to the fullest extent possible and uses industry-accepted technology to safeguard customer data. Recent changes in federal law concerning telecommunications companies regulate the use of account information to selectively market specific products and services to specific customers.

**1. What kind of information are we referring to?**

This information, legally referred to as Customer Proprietary Network Information (CPNI), includes data such as which long distance carrier you have chosen, what calling features you use and which calling plans, if any, you have subscribed.

**2. Who uses this information and is it protected?**

Only Dumont Telephone can see or use this information. It is never released to outside companies. You have the right, and we have the duty under federal law, to protect the confidentiality of this type of information.

**3. What do I need to do?**

No action on your part is necessary unless you wish to restrict Dumont Telephone's use of this type of information to contact you for the purpose of tailoring our service offerings to your individual needs. Should you wish to restrict use of your CPNI, please contact our office at 857-3211 or 267- 2300 or online at dumontel@netins.net. Your request should be sent within 30 days of receipt of this notice. Restricting CPNI may make you ineligible to receive information from Dumont Telephone about new products and services, packaged offerings, and various promotions.

**4. How does this affect services I receive?**

Whatever you decide will not affect the provision of any services to which you subscribe. Your approval or denial for use of CPNI will remain valid until you tell us otherwise. Again, we only use your account information to market other telecommunication products and services we offer and no action is required on your part unless you wish to restrict our use of your CPNI. You will still receive monthly bill inserts, quarterly newsletters, and other publications that are sent to all customers at the same time, so you will be kept up-to-date on what is happening in the company. We look forward to being able to serve your telecommunication needs more efficiently with new products and services based on the information we know about your account.