Broadband Internet Access Agreement

I understand and agree that, subject to the terms and conditions of this Broadband Internet Access Agreement ("Agreement"), and the policies referenced herein, Home TeleNetworks, Inc. ("HomeTel") shall provide me (the "Subscriber") with certain broadband Internet access services through its network (the "Services"). By accessing HomeTel's network, I understand that I, and/or any person using my Services, explicitly and implicitly accept the terms and conditions contained in this Agreement, and the terms of HomeTel's Acceptable Use Policy (AUP), which are incorporated herein by reference, and I agree to be bound thereby. I UNDERSTAND THAT HOMETEL RESERVES THE RIGHT TO TERMINATE THIS ACCOUNT AT ANY TIME FOR ANY REASON. For the purposes of this Agreement, "you" and "your" refers to the "Subscriber" who subscribes to and receives Services and "we," "us" or "our" refers to HomeTel.

By subscribing to or using our Services, you, and any person who uses the Services through your subscriber account or connection, agree that your usage will be governed by this Agreement and HomeTel's AUP.

IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS IN THIS AGREEMENT OR THE AUP, DO NOT USE THE NETWORK OR SERVICES AND CONTACT HOMETEL TO TERMINATE YOUR SERVICE SUBSCRIPTION.

Your Subscriber Account

You represent to HomeTel that you are at least 18 years of age. You are responsible in all respects (including payment obligations) for all uses of your account and all use by others of your account subject to the terms hereof. For purposes of this Agreement, all use of your account, whether or not authorized by you, shall be deemed your use. You shall be responsible for ensuring that all use of your account and any use of the Services comply fully with the provisions of this Agreement and the AUP. Transfer of all or a portion of the account, the Services or HomeTel's equipment by you to any other person or entity, is prohibited. Transfer to a new residence or other location within HomeTel's service area requires advance notice to HomeTel.

Term of Agreement/Termination:

This Agreement shall remain in effect for consecutive months until the Subscriber provides HomeTel notice of cancellation in writing or in-person at a HomeTel office during regular business hours. This Agreement commences upon the activation of the Services. [Note, certain provisions in this Agreement may continue after termination.] HomeTel reserves the right to terminate Subscriber's account and Services at any time, for any reason, including, but not limited to, Subscriber's failure to abide by the terms of this Agreement or the AUP, or Subscriber's failure to pay any fees or charges when due. You understand that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings and mass advertising, or posting to inappropriate newsgroups, as outlined herein and in HomeTel's AUP, may cause severe operating difficulties for HomeTel's network, and would likely be a cause for termination of Subscriber's account. The Subscriber agrees to abide at all times by this Agreement and HomeTel's AUP.

Pricing/Payments:

You agree to pay HomeTel for the Services and for all use of your account, including applicable charges for installation, equipment, and all local, state and federal fees, taxes, surcharges, and/or assessments imposed on the Service. Both the amounts and the types of charges for the Services are subject to change. The rates for Services may be found on HomeTel's website, or at a HomeTel office location, or by calling HomeTel. Subscriber understands that there is a $30.00 one-time network connection fee. Subscriber understands that HomeTel's billing cycle runs from month-to-month with each period ending on the last day of each month. Payment is due by the last day of the billing month. Subscriber may pay by credit card, debit card, personal check or bank transfer. Subscriber may submit payment on-line or in person at the HomeTel address set forth below. If you choose to pay by credit or debit card, you authorize HomeTel to charge your credit or debit card on file for all amounts currently owed. You agree to let HomeTel know promptly of any change to your credit or debit card information including cancellation of any card or a lack of funds in your account for payment.

You agree that if, for any reason, a credit card company declines or otherwise refuses to pay the amount owed, HomeTel may require you to pay any overdue amounts by other means acceptable to HomeTel. If your payment is late, HomeTel will charge a late fee. You understand and agree that HomeTel shall not be responsible for any charges or expenses that you may incur from overdrawing your bank account or exceeding your credit card limit. You understand that there will be a $5.00 charge for a check returned due to insufficient funds.

HomeTel will provide you with written notice of non-payment, and if you do not respond, HomeTel will also attempt to call you. Following such notice, in the event of non-payment or an arrangement for payment, HomeTel may, at its option, suspend or terminate your access to the network. If your account is deactivated for non-payment, there will be a $25.00 reconnect fee charged to your account. You understand and agree that initiating two or more Service cancellations and reactivations within a

12-month period may result in a $75.00 administrative fee. You understand and agree that there will be a $25.00 administrative fee if service is cancelled less than 6-months after installation. You also understand that there shall be no credits, reductions, or setoffs against the charges for Services for downtime or interruption of Services. In the event HomeTel must incur costs to collect your balance due, you agree to reimburse HomeTel for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

Payments may be mailed to:
Home TeleNetworks, Inc.
501 North Douglas Street
PO Box 215
St. Jacob, IL 62281

Payments may be made in person at our office located at:
Home TeleNetworks, Inc.
501 North Douglas Street
St. Jacob, IL 62281

Provision of Service/Access:
You understand and agree that you are fully responsible for the use of the Services by yourself or by anyone whom you permit to use the account, and that HomeTel reserves the right to terminate your account at any time, for any reason. You understand that Services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, improvement, or as required to protect network resources in the event of malfunctions or misuse. You understand that you may not receive advance notification of any such interruption of Services. Scheduled outages will be publicized online at HomeTel's website.

Equipment:
Subscriber must use a HomeTel Optical Network Terminal (ONT) or modem to connect to the network. Subscriber may use a HomeTel router or a third party router; however, in either case, Subscriber is solely responsible for the operation, maintenance, use, and compatibility of Subscriber's computer system, device, or related equipment, and software. In the event that any of your equipment or software impairs your use of the network or Services, you shall nonetheless be liable for payment of all HomeTel network charges; and HomeTel shall not be responsible for meeting any service specification performance levels generally applicable to the Services. Subscriber understands that the installation, use, inspection, maintenance, repair, and removal of broadband equipment may result in service outage and/or damage to your computer or device. Subscriber is solely responsible for backing-up all existing computer files by copying them to another storage medium prior to installation of broadband equipment, and prior to any inspection, maintenance, repair, or removal of the broadband equipment. HomeTel does not represent, warrant, or covenant, that installation of such equipment will enable you to successfully access, operate, or use the HomeTel Services. All equipment provided or installed by HomeTel remains the sole property of HomeTel. Upon disconnection or termination of service, the Subscriber shall return all Equipment to HomeTel in good condition. Failure to return the Equipment will result in the assessment of replacement or non-return charges. The Subscriber agrees to be liable for such charges in the event the Equipment is lost, stolen, damaged, destroyed, or otherwise not returned to HomeTel.

Subscriber Obligations:
Subscriber understands that use of the Services is subject to all applicable laws and regulations, and Subscriber is solely responsible for such compliance with such laws and regulations. You understand that you must use the Services in accordance with this Agreement and HomeTel's AUP. Subscriber may not use or permit other users to use the Services in a manner that: (a) is unlawful; (b) infringes the rights of others; (c) interferes with users of HomeTel's network or other networks; (d) infringes upon the copyrights, trademarks or other intellectual property rights of others; or (e) otherwise violates the policies referenced in this Agreement and in HomeTel's AUP.

Security/Firewall, Anti-virus Recommended:
Subscriber understands that the information available through HomeTel's Services or other interconnecting networks may not be accurate, including the content displayed on the Subscriber's computer or device. You also understand that some of the information available through HomeTel's Services or other interconnecting networks may be intended for adult audiences. Subscriber understands that internet communications are not secure, and may be subject to interception or loss. Subscriber understands that HomeTel makes no warranties of any kind, whether expressed, implied, or statutory concerning either the security of data and/or information or its accuracy available through HomeTel's Services, or other interconnecting networks. You are responsible for safeguarding your computer/device. through appropriate means (e.g., using commercially available software or hardware) from theft, unauthorized use, or system corruption. If you fail to secure your system properly and that causes any detriment to the network,

HomeTel may immediately terminate your Services. HomeTel HIGHLY recommends that you purchase and install a commercial firewall package and anti-virus package. HomeTel shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to your failure

to safeguard the security of your system, software, and data, or for a third party's firewall package and/or anti-virus package that fails to prevent theft, unauthorized use or system corruption.

Monitoring and Compliance:
HomeTel neither endorses nor assumes any liability for any material uploaded or submitted by users on the network. You understand that HomeTel may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and/or the AUP.

Intellectual Property:
The Subscriber may not use the Services to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, service marks or propriety rights of any party. HomeTel assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used by Subscriber for such purposes. This section shall in no way limit further restrictions placed on Subscriber, including, but not limited to, state and federal law, and HomeTel's AUP.

Restrictions on Use, Resale of Service:
The Subscriber's access to the Services is designed for personal use of the Internet, or for an enterprise subscriber's use of the internet. Subscriber may not use HomeTel's Services for commercial purposes. You may not resell (for example, though Wi-Fi or other methods of wireless or wireline networking), or otherwise charge others to use HomeTel's Services. You agree not to use the Services for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access. If you subscribe to Services through HomeTel's (Broadband) network, you may connect multiple computers/devices within a single home or business to a router to access the network, but only through a single HomeTel-issued IP address. You also may not exceed the bandwidth usage limitations that HomeTel may establish from time to time for access to the network, or use the network to host any type of server. Violation of this section may result in bandwidth restrictions on Subscriber's access to the network or suspension or termination of your Services. You understand that you may not assign any rights or delegate any duties under this Agreement.

Data:
If a Subscriber reaches over 6TB's of data in a month, HomeTel has the right to throttle the service.

Third Party Transactions:
Subscriber understands that through the use of the Services, you may have the opportunity to engage in commercial transactions with other users and vendors. Subscriber acknowledges that all transactions relating to any products or offerings provided by a third party, including but not limited to the purchase terms, warranties, or guarantees relating to such transactions, are agreed to solely between the third-party seller and you.

WARRANTY DISCLAIMER:
HOMETEL'S SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. HOMETEL DISCLAIMS ANY AND ALL WARRANTIES WITH REGARD TO THE SERVICES (WHETHER EXPRESS OR IMPLIED), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR TITLE, ANY WARRANTY OF QUALITY, FUNCTIONALITY, OPERABILITY, USE OR PERFORMANCE OF THE SERVICES, ANY WARRANTY OF THE ACCURACY, COMPLETENESS OR VALIDITY OF THE DATA OR INFORMATION COMMUNICATED THROUGH THE SERVICES, ANY WARRANTY OF THE CONTINUOUS AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
THE USE OF OFFERINGS OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PRODUCTS OR CONTENT THOUGH THIS NETWORK IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.
HOMETEL MAKES NO WARRANTY REGARDING ANY TRANSACTION EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THE NETWORK, OR SERVICES, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY HOMETEL OR ANY OF ITS SUBSIDIARIES OR AFFILIATES.

LIMITATIONS OF LIABILITY:
UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER TORT, CONTRACT OR OTHERWISE) SHALL HOMETEL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF PROFITS, GOODWILL OR INFORMATION,

OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF OR RELATING TO HOMETEL'S SERVICES (INCLUDING, WITHOUT LIMITATION, USE OR INABILITY TO USE THE SERVICES), EVEN IF HOMETEL HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL HOMETEL'S CUMULATIVE LIABILITY TO CUSTOMER EXCEED THE SERVICE CHARGES PAID BY CUSTOMER TO HOMETEL FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH LIABILITY IS CLAIMED.
THE FOREGOING SHALL CONTINUE IN EFFECT AFTER TERMINATION OF THE AGREEMENT.

Subscriber understands that:
• HomeTel is not responsible for any damages or injuries arising from your use of HomeTel's Services or inability to use HomeTel's network.
• HomeTel is not responsible for undelivered e-mail. There is no guarantee of message receipt or delivery. Return receipts may be requested, but there is no guarantee that the recipient's e-mail system will honor such requests.
• HomeTel is not obligated to store the contents of Subscriber's e-mail messages and is not obligated to produce copies of e-mail messages to Subscriber.
• HomeTel is not responsible for Subscriber's e-mail files. Subscriber is solely responsible for backup of all such data. When Subscriber reaches 80% of the published space limitation for such files, HomeTel will notify the Subscriber via e-mail to reduce the amount of e-mail in their mailbox.
• Some sites accessible via HomeTel Services allow posting, viewing, retrieval, and/or electronic mailing of materials that may be considered obscene, offensive, inaccurate, incomplete, defamatory, harmful or objectionable. HomeTel is not responsible for Subscriber's inadvertent or deliberate access to such material and cannot prevent access of such materials.

Choice of Law and Jurisdiction:
Subscriber understands and agrees that this Agreement is governed by Illinois law without regard to conflict of law provisions. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be governed by Illinois law and will be held in St. Jacob, Illinois. The arbitrator will be an expert in the field of Internet services. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Indemnity:
Subscriber agrees to defend, indemnify and hold HomeTel, and its affiliates and subsidiaries, and their respective officers, directors, employees, and agents, harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from, any violation of this Agreement by Subscriber or those who access the Services through Subscriber's account, or use the Services whether or not Subscriber has knowledge of or has authorized such access or use, including, without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement, or other tortious behavior. Subscriber agrees to indemnify HomeTel along with any parties or underlying service providers from whom HomeTel obtains the network Services, and hold them harmless from any claims resulting from the use of the network by the Subscriber or any authorized users that damage another party or that violate the law. This provision shall continue in effect after the termination of this Agreement.

Force Majeure:
HomeTel will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, terrorism, acts of God, acts of third parties, fires, floods, strikes, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or Services. Subscriber understands and agrees that temporary interruptions of the Services may occur as normal events in the provision of Services and that HomeTel is not liable for such interruptions. Subscriber further understands and agrees that HomeTel has no control over third party networks the subscriber may access in the course of using the network Services, and therefore, delays and disruptions of other network transmissions are beyond the control of HomeTel.

Savings Clause:
If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

No Waiver:
Any failure by HomeTel to enforce or exercise any provision of the terms in this Agreement, or related rights shall not constitute a waiver of that provision or right.

Survival:
Portions of this Agreement will survive termination, including your Indemnification of HomeTel, Limitations of Liability, Warranty Disclaimer, fee and payment obligations, claims, rights and remedies arising from a violation of this Agreement or AUP, and other terms that should reasonably be expected to continue after termination of the Agreement.

Complete Agreement:
This Agreement, when read in conjunction with HomeTel's AUP (incorporated herein by reference as if fully set out), represents the complete agreement between HomeTel and Subscriber with respect to the subject matter of this Agreement, and supersedes any other written or oral agreement.

Amendments:
Subscriber understands and agrees that HomeTel may amend or modify this Agreement and/or HomeTel's AUP, or impose new conditions at any time. Any use of HomeTel's Services subsequent to any changes or amendments shall be deemed to constitute acceptance by the Subscriber of the then-current Agreement (including any amendments, modifications or new conditions) as published and made available on HomeTel's web site.

Dated: August 28. 2024