



MTCO Communications
220 N. Menard Street
P.O. Box 800
Metamora, IL 61548-0800

Service Agreement

Service to be Provided: MTCO Communications, Inc. shall provide service to the Customer in exchange for payment of fees and compliance with the terms and conditions of this Agreement. The services to be provided by the Company shall be the use by the Customer of computing, telecommunications, software and information services. These services also include the provision of access to computing, telecommunications, software and information services provided by others via the Global Internet.

Billing: Unless otherwise indicated, billing for this agreement will be on a monthly basis and will be issued by the first of each month. Payment must be made within 21 days of the date on the bill. If any amounts are not paid when due, the Customer shall incur a service charge of 1½% or \$5.00, whichever is greater, per month for that and each subsequent month or portion thereof past due unless a lesser rate shall then be the maximum rate permissible by law, in which event the service charge incurred by the Customer and charged by the Company shall be the lesser rate equal to the maximum rate permissible by law.

Liability of the Company and Limitation of Liability: Neither, MTCO Communications nor its Information Providers are responsible for any direct, indirect, special or consequential damages arising from Customer's use of MTCO Communications or by Customer's inability to use MTCO Communications' service. This includes email and access to any information on the Internet. The Company shall be indemnified and held harmless by the Customer against any and all claims for libel, slander, defamation or infringement of copyright attributable to the provision of service hereunder, and for any and all claims attributable to Customer's use of the internet service in an unlawful manner, in a manner which tends to annoy, abuse, threaten, harass or defraud any other person, or in a manner which interferes with the use of the internet by other customers of the Company. THE COMPANY MAKES NO WARRANTY WITH RESPECT TO SERVICE, AND ALL WARRANTIES, EXPRESSED OR IMPLIED, ARE EXPRESSLY EXCLUDED.

MTCO Communications, Inc., makes no warranties or representations, expressed or implied, as to the availability, content, quality or accuracy of the Internet or the services, equipment, products or information provided on the Internet. Customer's use of the Internet is at its sole risk. MTCO Communications, Inc. is not responsible for any direct, indirect, special or consequential damages resulting from the use of the Internet or any interruption, error or inaccuracy in the service or products provided, including but not limited to any loss or damage resulting from mistakes, omissions, interruptions of service, delays, computer viruses, the incomplete or inaccurate delivery, uploading or downloading of files or information and the failure to deliver or deletion of e-mail or other communications.

In the event of a disruption of service, MTCO Communication, Inc.'s liability, if any, will be limited to the pro rata amount of any fees for the period of the month during which the interruption occurred, provided however, the Company shall have no liability for disruptions that are less than twenty four hours in duration, and the Company shall have no liability for disruptions that are due to the negligent or willful actions of the Customer. In no case will the Company's liability for any disruption of service exceed the fixed monthly charges, and MTCO Communications, Inc. shall have no other liability for any disruptions including but not limited to loss or damage resulting from mistakes, omissions, interruptions of service, delays, errors or defects, computer virus, incomplete or inaccurate delivery, uploading or downloading of files or information and the failure to deliver or deletion of e-mail or other communications.

Termination of Service: The Company may terminate service to the Customer for any demonstrable breach of this Agreement. Should this Agreement be terminated for any reason, the Customer remains obligated for any amounts due to the Company pursuant to the terms of this Agreement, and no termination of this Agreement shall relieve either party from the liabilities or obligations incurred prior to termination.

The Customer agrees to the terms and condition stated in the Company's Acceptable use Policy. The Customer acknowledges that violation of the Acceptable Use Policy may lead to involuntary termination of service and fines of up \$1,000.00 per violation. Early termination, of either a voluntary manner, or involuntary manner, will be subject to an early termination fee. Early termination fees vary per product and service. The Customer shall also be liable for costs of collection, including reasonable attorney's fees and court costs, if such is required to collect amounts due from the Customer.

Miscellaneous:

- A. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and it may be modified or amended only by a written instrument signed by authorized representatives of each of the parties hereto. The Agreement supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter.
- B. Headings and captions are for convenience of reference only.
- C. All terms used in this Agreement shall be deemed to refer to the masculine, feminine or neuter, singular or plural as the context may require.
- D. This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois.
- E. Each of the parties hereto warrants to the other that it has not obligated the other party for any finders', brokers' or other agent's fees in connection with this Agreement.
- F. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except for the obligations imposed with regard to the payment of the fees for the Company's services and other charges to be paid by the Customer pursuant to this Agreement.
- G. The conditions, covenants and terms of this Agreement shall, in every case, apply to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, as the case may be, with the same force and effect specifically mentioned in each instance where a party hereto is named.
- H. The failure or delay of either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other party of any of the provisions hereof, shall neither be construed to be a waiver of such provisions nor affect the validity of this Agreement or any part thereof or the right of such party thereafter to enforce each and every such provision.
- I. This Agreement is intended for the exclusive benefit of the parties to this Agreement and their respective heirs, successors, and assigns. Nothing contained in this Agreement shall be construed as creating any rights or benefits in or for any third party.
- J. If any provision of this Agreement is for any reason, found to be illegal, invalid or unenforceable, except the obligation of the Customer to pay the fees for the services provided, such provision shall be severed and the remainder of this Agreement shall be unaffected by the deleted provisions.
- K. Notwithstanding any other provisions in this Agreement, Company may terminate this Agreement at any time, without prior notice, if it finds, in its sole discretion that Customer has misused or abused the network or is a debilitating service to the network.