

1. Aptitude Internet will provide Subscriber a shared, Wireless or Fiber Optic, Internet connection for residential use.
2. Subscriber agrees to a one (1) month service commitment. Subscriber agrees to allow Aptitude Internet personnel on their premises to maintain, update, repair, replace, or collect equipment after service is terminated for whatever reason. Agreement automatically renews unless Subscriber contacts Aptitude Internet before the Invoice Date.
3. Aptitude Internet assumes responsibility for the ethernet and/or fiber optic cable that is connected from the transmission lines to the demarc location on the home, except in the case of negligence. (e.g. roofers, tree trimmers, landscaping, etc.)

Aptitude Internet is not responsible or liable for any of the following:

- a. Any obstruction(s) that might be erected or grow between Subscriber's antenna and Aptitude Internet's antenna causing degradation or loss of service
 - b. Debris or ice on antenna, or re-aiming the antenna
 - c. Installing hardware and/or software on a different computer after installation
 - d. Reconfiguration of network settings due to, but not limited to tampering or reinstallation of operating system
 - e. Addition of devices to user's network after the time of installation and activation
4. Subscriber acknowledges equipment installation fees are only refundable if the connection is reported to be nonoperational within seven (7) days of installation.
 5. This agreement does not include equipment other than the Subscriber Module, Power Injector, Ethernet cable, Antenna and Mounting Hardware, which will be provided by Aptitude Internet. Lightning, wind, or hail damage or damage from falling debris, for example, tree limbs, trees, hail, sports or recreation type balls, such as baseballs, softballs, footballs or any toy or material that causes damage to equipment on premises will be covered by home or business insurance or paid out of pocket.
 6. A Home Protection Plan is available for \$ 7 month. The Home Protection Plan provides free replacement for the aforementioned Aptitude Internet's provided equipment as well as any Service Call fees.
 7. Subscriber will be electronically invoiced on the anniversary date of activation each month. All payments are due within five (5) days of the invoice date. An \$8.00 rebilling fee will be automatically applied if full payment is not received by the end of the five (5) day grace period. Accounts with unpaid invoice(s) beyond the grace period will fall into delinquency. If an invoice remains in a delinquent state for ten (10) days, the account status will automatically change to 'Suspended', limiting download and upload speeds on that service. Upon payment of delinquent invoice(s), the account status will change back to 'Active' and service will be fully restored. Returned checks will be charged a fee of \$39.00. By providing debit or credit card information at any time, Subscriber authorizes Aptitude Internet to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation by Subscriber or Aptitude Internet, including any outstanding balances, and/or unreturned equipment.
 8. Subscriber acknowledges that the Internet is not owned, operated or managed by Aptitude Internet or any of its affiliates and that it is an independent network of computers. Use of the Internet is solely at subscriber's risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is

dependent on numerous factors, technologies, and systems, most of which are beyond Aptitude Internet's authority and ability to control.

9. All subscribers are required to use anti-virus software and are required to always keep it up to date. Viral or malware infestations of subscriber's computer will result in the disabling of subscriber's account until such infestation is repaired.

10. Aptitude Internet's network should only be used for lawful purposes. The transmission of any material in violation of any local, state, national or international law or regulation is prohibited. This includes, but is not limited to, copyrighted, obscene, threatening or proprietary materials. Aptitude Internet cooperates fully with law enforcement officials.

11. Subscribers shall not establish Internet servers of any kind. This includes online game hosting. Remote access software (such as GoToMyPC) is permissible.

12. If Aptitude Internet terminates subscriber for repeated virus or malware infestations, violation of unlawful practices, or inappropriate materials, subscriber shall pay, immediately, a lump sum equal to the charges of the remainder of the term of the agreement.

13. Aptitude Internet makes no warranties, expressed or implied of service interruption however caused.

14. Routine maintenance and periodic system repairs, upgrades and reconfigurations, acts of God, mechanical or electronic breakdowns may result in temporary service impairment or interruption of service. Aptitude Internet does not guarantee continuous or uninterrupted service. Subscriber holds Aptitude Internet, its directors, officers, and employees harmless from any and all obligations, charges, claims, liabilities, costs and fees incurred as the result of service interruption or loss of service.

15. User agrees that within thirty days after execution of this agreement user will execute and return to Aptitude user's dually notarized easement granting Aptitude full rights of access to user's property to facilitate Aptitude's provision of services in accordance with the user agreement.

16. Subscriber shall indemnify Aptitude Internet and affiliates from any and all claims and expenses arising from subscriber's breach of any provision of this agreement.

17. In the event of litigation, both parties agree that the law of Missouri shall apply and both parties agree to have its venue in St. Francois County, Missouri.

18. This agreement represents the complete understanding between Aptitude Internet and subscriber as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guarantees, warranties or promises.