

## ALPINE COMMUNICATIONS, L.C.

### SERVICE AGREEMENT

**1. Service.** This Service Agreement governs your service relationship with Alpine Communications, L.C. (together with any subsidiaries or affiliates providing your service or related facilities, “we,” “us,” “Company,” or “Alpine”) for those communications service to which you subscribe (collectively “Service”).

**2. Acceptance.** As an existing subscriber, your acceptance of this Service Agreement occurs upon your use Service, following notification that this Agreement will apply to your ongoing use of such Service.

**3. Terms of Service.** Your agreement with Alpine consists of and is governed by our “**Terms of Service,**” including (if and as applicable to each Service to which you subscribe): this Service Agreement, your Service Application, Alpine’s Service Catalog(s), which are incorporated herein by this reference, Alpine’s Terms and Conditions of Service, which are incorporated herein by this reference; and our Rate Schedules or your selected Service Plan or Service Package. Under this Service Agreement, we agree to provide and bill for Service, and you agree to use and pay for Service, as provided herein and in our other applicable Terms of Service. Our rights and responsibilities, and your rights and responsibilities, are as set forth in this Service Agreement and our other applicable Terms of Service. In the event of default, you agree to pay Alpine its reasonable damages, costs and expenses, including attorneys’ fees and collection agency fees, incurred in enforcing its rights or your obligations under your Agreement. You agree to indemnify the Company and our affiliates, officers, agents and employees from any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys’ fees arising from or related to your abuse or misuse of Service, or any other violation of this Service Agreement or our other Terms of Service

**4. Minimum Service Term and Service Commitment.** Your Service Agreement remains in effect for any **Minimum Term** as provided in your Service Application. In the absence of any Minimum Term or after any Minimum Term has expired, you will receive Service on a month-to-month basis until Service is terminated by you or canceled by Alpine in accordance with our Terms of Service. Your Minimum Term begins the date you activate the Service pursuant to the promotion or discount. If, during your Minimum Term, you move, downgrade your Service, disconnect or are disconnected by us, become past due on your account balance or otherwise breach your Agreement, the contracted pricing will be void, and you will be billed at our standard rates for your Service. **If Service is disconnected or canceled prior to the end of the applicable Minimum Term, you agree to pay to Alpine, as liquidated damages and not as a penalty, a recovery fee (based on a promotion or discount offered at the time of your Service Application, such as free Service or equipment, reduced pricing, rebates or other incentives) or an early termination fee, in either case as set forth in the respective Service Catalog(s) or Terms and Conditions of Service.** Recovery fees and/or early termination fees, when applicable, are cumulative and in addition to any other charges or fees you may owe Alpine and any fees or charges that Alpine may charge upon disconnection of any Service in accordance with our Terms of Service. The full amount of any such charge shall be billed by Alpine within thirty (30) days of termination or cancellation of Service and shall be paid by you within thirty (30) days of your receipt of such bill.

**5. Deposit.** Alpine may require a deposit for you to establish or keep one or more Services. The deposit amount, the length of time Alpine holds the deposit and changes to the deposit amount are determined based on your credit and payment history and any applicable laws or regulations. If Alpine requires a deposit for you to establish or keep any Service, Alpine will hold the deposit as partial guarantee of payment for such Service. Alpine may change the deposit at any time to reflect revised estimated monthly charges based upon your usage. A deposit may not be used to pay any bill (unless it is used to pay a final bill) or delay payment. Except as otherwise required by applicable law or regulations, the rate of interest on the deposit is subject to change, and Alpine may mix deposits with other funds. If a Service is terminated for any reason, Alpine may, subject to applicable law and regulations, apply your deposit toward payment of outstanding charges. If Alpine attempts to return all or any portion of a deposit, and if the U.S. Postal Service cannot deliver the money to you and returns it to Alpine, Alpine will make one additional attempt to return the deposit to your last known address. You will be deemed to have abandoned any portion of the deposit left after a 12-month period, at which point Alpine will turn over the remaining deposit to the Treasurer of the State of Iowa in accordance with state law governing abandoned property.

**6. Service Accounts.** Service accounts are assigned to customers only, and the customer in whose name the account is established will be treated as the account owner for all purposes. Account owners may designate one or more “authorized users” who will have access to account information and may make certain account changes in accordance with our policies and applicable laws and regulations. As the owner of the account, you are responsible for designating (or changing the designation) of any authorized users. You will hold the Company harmless from any claims arising from account instructions given or inquiries made by you or any authorized user. You are responsible for keeping all account and billing data with the Company up-to-date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of Service and may subject you to civil or criminal liability. You are responsible for keeping all billing data with Alpine up-to-date and accurate. Furnishing false data to Alpine is grounds for immediate disconnection of Service and may subject you to civil or criminal liability.

**7. Service Rates.** Nonrecurring and recurring charges for Service are as set forth in our applicable Terms of Service. Except as otherwise noted, Service pricing is exclusive of applicable local, state and federal taxes and regulatory fees, assessments and surcharges. All Service charges, along with applicable local, state and federal taxes and regulatory fees, assessments and surcharges, will be itemized on your invoice. Failure to pay invoices when due may result in late payment penalties or suspension or disconnection of Service as provided in our applicable Terms of Service. Rates or charges for any Service may change from time to time. We will give you reasonable prior notice of increases or other changes rates or other Service charges. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication or other form of notice permitted or required by applicable laws and regulations. For contract customers, applicable discounts will be applied to our standard rates (including changed rates) for the same Service Package(s), meaning your total payment to the Company may change (along with our standard rates) during your contract term.

**8. Changes to Terms.** Except as otherwise required by law or otherwise set forth in applicable Terms of Service, we reserve the right to change our Terms of Service upon 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 or other form of notice permitted or required by applicable laws and regulations. If you elect not to cancel your Service and continue to use Service after the communicated effective date of any such changes, your continued use of Service will constitute acceptance of the modified Terms of Service.

**9. Changes to Service.** We may, from time to time, modify the Service to reflect improvements and other changes and modifications to our network. In addition, we reserve the right to discontinue or limit Service as required to comply with or satisfy our obligations under applicable laws or regulations, including when changes to or interpretations of such laws and regulations have a material, adverse effect on the business, technical or economic feasibility of providing Service, as determined by us in our reasonable judgment.

**10. Access to Service Premises.** We may enter into, upon and over your Service premises periodically during the term of Service to install, connect, inspect, maintain, repair, alter, disconnect and remove our facilities and equipment used to provide Service. To the extent the same is consistent with your ownership of the premises, you grant the Company a temporary and permanent easement to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all facilities and equipment necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to the Company that you have obtained the consent of the owner of the premises for the Company to install and maintain its facilities and equipment as contemplated herein.

**11. Federal Lifeline Program.** With respect to certain telecommunications services, the Company is an eligible telecommunications carrier (ETC) within all or portions of its service area, meaning that it provides certain services supported by the federal Universal Service Fund, including the federal "Lifeline" program for qualifying low-income consumers. Single line, local residential service is a Lifeline-eligible service. Lifeline is a government benefit program which provides a monthly credit toward a qualified low-income subscriber's telephone bill. Only eligible low-income consumers may enroll in the Lifeline program. Consumers who meet eligibility criteria must also complete documentation necessary for enrollment. Lifeline assistance is non-transferable, and eligible subscribers may receive assistance from only one wireline or wireless telecommunications provider per household. If you believe you may qualify for the Lifeline program, please visit our website at [www.alpinecom.net](http://www.alpinecom.net) or contact us to discuss program details, eligibility requirements or to request a Lifeline application. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. To report Lifeline fraud, you may contact the Federal Communications Commission Lifeline Fraud Tip Line: 1-855-4LL-TIPS (or 1-855-455-8477) or [Lifeline@fcc.gov](mailto:Lifeline@fcc.gov).

**12. Disclaimer of Warranties.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN OUR TERMS OF SERVICE, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR FACILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR FACILITIES, 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.

**13. Limitations of Remedies.** Our liability to you is limited as set forth in our Terms of Service. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN OUR TERMS OF SERVICE OR OTHERWISE PROVIDED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER CONCERNING OUR SERVICE RELATIONSHIP, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE AFFECTED SERVICE OR FACILITIES, 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 OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, 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.

**14. Incorporation and Integration.** Our Terms of Service are incorporated into this Service Agreement. This Service Agreement, along with our other Terms of Service, constitute the entire agreement between the parties concerning our contractual service relationship, there being no prior written or oral promises or representations not incorporated herein or therein.

**15. Governing Law.** This Service Agreement, our other Terms of Service and our contractual and service relationship with you, shall be deemed to have been made in and 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.