

NUVERA
GENERAL COMMERCIAL TERMS AND CONDITIONS

These general Terms and Conditions, along with the Commercial Subscription and Service Agreement and Work Order and any applicable exhibits, set forth the terms and conditions under which Nuvera agrees to provide the Services described herein.

1. General. Nuvera agrees to provide the undersigned commercial services subscriber (“Customer” or “You”) with the services selected by the Customer on the Service Agreement or Work Order or as subsequently agreed to by the Customer, including High Speed Internet service, Ethernet Internet Access service, commercial voice services, commercial cable television services (each a “Service” and, collectively, the “Services”) and associated equipment used in connected with the Services (“Equipment”). Your signature on the Work Order, Order Form, Service Agreement or use of the Services, constitutes your acknowledgement and agreement that you have read and that you understand the terms and conditions of this Agreement and that you agree to be bound by the terms of this Agreement. If you do not agree to comply with all of the terms of this Agreement, your sole and exclusive remedy is to discontinue your use of the Services ordered by You.

2. Subscription and Payment. Customer is subscribing to Services as set forth on its Work Order, or as ordered over the telephone, or online. Customer agrees to pay the monthly service fees and related charges for the Services.

3. Payment. Customer agrees to pay for all Services provided to Customer by us including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided and all applicable local, state or federal fees, taxes, surcharges and other fees that are imposed or permitted by governmental or quasi-governmental bodies for the sale, installation, use or provision of the Service or Equipment. Any prepaid Services are non-refundable. Monthly recurring charges are billed in advance and non-recurring charges are billed in arrears. All charges are due upon receipt of bill or by date specified on the billing statement for each period. If Customer intends to dispute a charge or request a billing credit, Customer must contact us within thirty (30) days of the date of the bill; otherwise, such dispute or credit is waived. Customer may not amend or modify this Agreement. Any restrictive endorsements (such as “paid in full”), releases or other statements on or accompanying checks or other payments accepted by Nuvera shall have no legal effect.

4. Late/Other Charges. Customer understands that we may impose a 1.5% percent administrative late fee for each month’s charges not paid when due. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including any late charge, before service is restored. If Customer has not paid amounts due within thirty (30) business days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, Customer agreed to pay to us, in addition to other amounts due, all reasonable agency and attorneys’ fees that we incur, including without limitation, court costs.

5. Additional Fees. In addition to Customer’s monthly recurring charges and any administrative fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. If Customer cancels, terminates, or downgrades the Service before the completion of any promotional term to which Customer agreed (“Initial Term”), Customer agrees to pay Nuvera all amounts due for the remainder of the Initial Term, plus all outstanding charges for all Services used and Equipment purchased for which Customer has not paid prior to termination. Early cancellation fees or any other fees may automatically be charged to Customer’s account and Customer’s credit or debit card provided to Nuvera.

6. Ownership of Equipment. “Equipment” includes all Equipment installed in or on Customer’s premises by us including, without limitation, digital cable boxes, digital video recorder (“DVR”) boxes, set-top boxes, cable modems, digital subscriber line (“DSL”) modems, wiring, remote controls, house mounted security enclosures, FlexVoice phones and any other Equipment owned by Nuvera or leased to Customer for the Services under this or another Agreement or order between Nuvera and Customer. The Equipment shall remain Nuvera’s sole and exclusive property.

7. Tampering/Misuse/Lost/Stolen. Customer shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from Customer’s premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If

any Equipment is destroyed, damaged, lost or stolen while in Customer's possession, Customer shall be liable for the cost of repair or replacement of the Equipment. Nuvera reserves its rights to charge up to the current replacement value per each unreturned Equipment unit at the termination of Customer's Service.

8. Termination of Service. Upon termination of Service for any reason, Customer agrees to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Nuvera. If Customer fails to return any Equipment, Customer shall pay us the replacement cost of the Equipment. Upon termination of any Service, Nuvera is authorized to delete all files, programs, data, e-mail messages, and other materials associated with the account.

9. Changes in Service and Charges. Customer understands and agrees that from time to time Nuvera may change its Services and charges, including deleting Services. Nuvera will give Customer reasonable prior notice of increases or other changes in its charges or Services in conformity with applicable law and any applicable subscriber agreements, tariffs, or terms and conditions which, together with the terms and conditions of this Work Order, form the complete agreement between Customer and Nuvera ("Agreement"). Customer understands and agrees that, the content, programs and/or formats of the Services may be discontinued, modified or changed by the owners of such services at any time without prior notice to the Customer and without liability to Nuvera.

10. Transfer of Account or Change of Physical Address/Ownership. Customer may not assign or transfer Customer's obligations or rights related to the Equipment or Services, including to a new address, without our express written consent.

11. Service and Repairs. We will make reasonable efforts to maintain our system facilities and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by misuse, insect infestation, spillage, or neglect is Customer's sole responsibility and Customer must pay us for the cost of repair or replacement.

12. Access on Premises. Customer grants us a permanent easement on Customer's premises to construct, install, maintain, inspect and/or replace our outlets, cable television transmission lines and all other Equipment necessary to provide Services.

13. Customer's Equipment. We shall have no responsibility for the operation, maintenance or repair of any equipment owned by Customer, including but not limited to televisions, DVRs, audio receivers, converter boxes and other devices.

14. Service Interruptions. If Customer loses Service for twenty-four (24) consecutive hours or more, as Customer's sole and exclusive remedy, Customer is entitled to a prorated credit upon request. To qualify for an adjustment, Customer must request a credit within thirty (30) days of the failure. We assume no liability for interruption of service or alterations in service due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. We assume no liability for any substitution, discontinuation, or modification of any programming.

15. Termination by Customer. Customer may terminate Service at any time; provided, however that thirty (30) days written notice is required plus the early termination fee if Customer is under a contract. Account holders are liable for all Services rendered by us up to the time the account has been deactivated and we have received all Equipment.

16. Compliance with Agreement. We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.

17. Additional Policies.

- (a) **Internet Service.** If Customer receives Internet Service, Customer will be bound to the Broadband Internet Service Terms and Conditions of Service, including without limitation the Acceptable Use Policy (as posted at <https://nuvera.net/>), which shall supplement, and control over any contradictory terms in this Agreement.

- (b) **Ethernet Service.** If Customer receives Ethernet Service, use of such service will also be governed by the terms and conditions in the Ethernet Internet Access Service Exhibit.
- (c) **Video Service.** If Customer receives Video Service, Customer acknowledges receipt of a Cable Privacy Notification as required by federal law.
- (d) **Phone Service.** If Customer receives Phone Service, Customer understands and acknowledges that Customer may lose access to Nuvera's Phone service or the service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) IF NUVERA'S NETWORK OR FACILITIES ARE NOT OPERATING; (ii) IF CUSTOMER OTHERWISE LOSES THEIR BROADBAND CONNECTION; (iii) IF CUSTOMER EXPERIENCES A POWER OUTAGE; (iv) IF ELECTRICAL POWER TO THE MODEM IS INTERRUPTED; and (v) IF CUSTOMER FAILED TO PROVIDE A PROPER SERVICE ADDRESS OR MOVED THE SERVICE TO A DIFFERENT ADDRESS. Customer understands and acknowledges that in order for 911/E911 calls to be properly directed Nuvera must have Customer's current service address and if Customer moves his/her Service to a different address without Nuvera's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding or the Service (including 911/E911) may fail altogether. Customer is required to notify Nuvera of any change of address of the voice enabled advanced modem for E911 calling service to work properly. Customer agrees that, to the maximum extent allowed by law, Nuvera shall have no liability for any damages caused, directly or indirectly, by customer's inability to access the Services, including the Nuvera VoIP Phone Service) and 911/E911 services. Customer agrees to defend, indemnify, and hold harmless Nuvera, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to dial 911 or to access emergency service personnel.
- (e) **All Services.** Each Service, including bulk services, provided by Nuvera is also subject to the Annual Notice provided by Nuvera each year, which contains, among other things, Nuvera's Privacy Policy.

18. WARRANTY DISCLAIMER. OUR EQUIPMENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY US, OUR OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES BY NUVERA, WRITTEN OR ORAL, OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. WE DO NOT WARRANT THAT THE EQUIPMENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

19. CUSTOMER INDEMNIFICATION. CUSTOMER AGREES THAT CUSTOMER SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS NUVERA AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) (COLLECTIVELY, THE "NUVERA GROUP") AND SHALL REIMBURSE THE NUVERA GROUP FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF: (i) CUSTOMER'S USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF

CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM CUSTOMER'S USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) CUSTOMER'S BREACH OF ANY PROVISION OF THIS AGREEMENT.

20. LIMITATIONS ON LIABILITY. IN NO EVENT SHALL NUVERA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE EQUIPMENT, THE SERVICES, OR CUSTOMER'S USE OF OR INABILITY TO USE THE FOREGOING, INCLUDING LOST BUSINESS OR PROFITS, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF INFORMATION OR DATA, OR COST OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES. THE TOTAL CUMULATIVE LIABILITY OF NUVERA ARISING OUT OF AND RELATED TO THIS AGREEMENT, THE EQUIPMENT, THE SERVICES, AND CUSTOMER'S USE OF OR INABILITY TO USE THE FOREGOING SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED THE LESSER OF: (A) THE FEES PAID BY CUSTOMER TO NUVERA IN RESPECT OF THE EQUIPMENT AND SERVICES GIVING RISE TO THE CLAIM(S); OR (B) THE TOTAL FEES PAID BY CUSTOMER TO NUVERA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, INDEMNITY OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

21. RESOLUTION OF DISPUTES.

- (f) **Mandatory Arbitration.** Any dispute or claim between Customer and Nuvera arising out of or relating to this Agreement or any accompanying Order Form, Service Agreement, Work Order or Nuvera Policy the Voice Service Agreement, High-Speed Internet Acceptable Use Policy, shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in New Ulm, Minnesota, and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT, OR THE SERVICES PROVIDED FOR HEREIN.
- (g) **Small Claims Exclusion from Arbitration.** YOU AND NUVERA AGREE THAT ANY CLAIM FILED BY YOU OR BY NUVERA THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT WILL NOT BE SUBJECT TO ARBITRATION.
- (h) **Exclusion from Arbitration.** The following will not be subject to arbitration: (i) any claim filed by Nuvera to collect outstanding balances for unpaid service or the theft of any service or equipment; or (ii) any dispute over validity of either party's intellectual property rights or Nuvera's licenses to operate its business.
- (i) **Survival.** This Arbitration Provision will survive the termination of your Services with Nuvera.

22. Special Provisions Regarding Internet Services.

- (a) CUSTOMER UNDERSTANDS AND AGREES THAT NUVERA DOES NOT GUARANTEE ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE NUVERA NETWORK OR THAT ANY SPEED OR THROUGHPUT OF CUSTOMER'S CONNECTION TO THE NUVERA NETWORK WILL BE AVAILABLE TO CUSTOMER. Customer understands and agrees that the speed of the Service provided at Customer's site will vary depending upon a number of factors, including Customer's computer system(s) and associated equipment, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Nuvera's control, and system failures, modifications, upgrades and repairs.
- (b) Customer understands that Nuvera may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Nuvera's Acceptable Use Policy. These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and managing network resources through techniques such as limiting the number of peer-to-peer sessions a customer can conduct at the same time, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups, and such other network management tools and practices as Nuvera may from time to time determine appropriate.
- (c) Customer further understands and agrees that, to allocate bandwidth across all of its users, Nuvera may employ traffic-management technology, including but not limited to packet-reset technology, which technology may materially slow the uploading of certain files.

23. Monitoring. Nuvera has no obligation to monitor content; however, Customer agrees that Nuvera has the right to monitor content and Customer's use of the Services, and to disclose any information as permitted or required by any law, regulation, or governmental request, or to protect us or our other customers.