

SUBSCRIBER AGREEMENT

Introduction

This Agreement (the "Agreement") sets forth the terms and conditions under which Marshall County Fiber, LLC, together with any affiliate and/or distribution partner (collectively, "Marshall County Fiber"), agrees to provide Marshall County Fiber voice and/or Internet services (hereinafter, each individually a "Service" and collectively the "Services") to you. By completing the registration and using the Service(s), you (i) agree to abide by, and require others using the Service(s) through your account to abide by the terms of this Agreement, and (ii) represent and warrant that you are at least 18 years of age. If you do not agree with the foregoing, you may not use the Service(s) and must return any installation software, equipment, and all associated materials to Marshall County Fiber. This Agreement takes effect on the date on which you accept this Agreement, and continues until your subscription is terminated.

Marshall County Fiber reserves the right to modify the terms of this Agreement or prices for the Service(s) and may discontinue or revise any or all other aspects of the Service(s) in its sole discretion at any time by posting changes online at Marshall County Fiber's website, www.MarshallFiber.com. Your continued use of the Service(s) after changes are posted constitutes your acceptance of this Agreement as modified by Marshall County Fiber's posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by Marshall County Fiber. This Agreement should be read in conjunction with Marshall County Fiber's Acceptable Use Policy ("AUP"), Privacy Policy, and other applicable policies.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICE(S) AND NOTIFY MARSHALL COUNTY FIBER'S CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT CAN BE CLOSED.

1. Your Subscription

Your subscription entitles you to use the Service(s) at the address specified on the account. You agree not to assign, transfer, resell, allow/use at other addresses via wired or wireless access nor sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service(s) or by another person who uses your equipment, whether owned by you or by Marshall County Fiber. You agree to contact Marshall County Fiber immediately upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information.

2. Payment Terms

You agree to be responsible for any and all charges, damages and costs that you or anyone using your Marshall County Fiber account may cause. You agree to pay all monthly fees and installation charges associated with the Service(s) including, but not limited to, applicable taxes, customer service fees, late fees and collection fees. Monthly fees for the Service(s) will be billed one month in advance. If payment is not received by the due date, late fees and/or collection charges may be assessed and Marshall County Fiber may terminate your Service(s).

Separate and apart from the charges for Marshall County Fiber's Service(s), you may also incur charges including, without limitation, charges relating to the purchase of "premium" Internet services, such as additional web space, business class services, or access to certain gaming sites in addition to those billed by Marshall County Fiber. All such charges, including all applicable taxes, are your sole responsibility. You may be required to pay a reconnect fee and/or a security deposit in addition to all past due charges before the Service(s) are reconnected.

Marshall County Fiber may apply a late fee to each of your bills not paid by the due date. You are responsible to pay all the Marshall County Fiber's cost of collection, including bank charges and reasonable attorneys' fees. In the event that a check or draft tendered by you is returned, a

fee of \$25.00 will apply, unless the return is a bank error that is properly documented by you. When billing for Marshall County Fiber's Service(s) is performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. If you believe you have been billed in error, you must contact Marshall County Fiber within thirty (30) days of the date of the bill which contains the disputed charge. Except as provided in Section 10 herein, refunds or adjustments will not be issued for any charge that is more than thirty (30) days old. Marshall County Fiber will notify you of the results of its inquiry, and either adjust the billing, issue a credit, or notify you that your dispute is denied.

3. Software License

To the extent applicable, Marshall County Fiber grants to you a limited, non-exclusive, non-transferable and non-assignable license to install and use Marshall County Fiber's access software (including software from third-party vendors that Marshall County Fiber distributes, hereinafter referred to as the "Licensed Software"), in order to access and use the Service(s). Marshall County Fiber may modify the Licensed Software at any time, for any reason, and without providing notice of such modification to you. The Licensed Software constitutes confidential and proprietary information of Marshall County Fiber and Marshall County Fiber's licensors and contains trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. All right, title, and interest in and to the Licensed Software, including associated intellectual property rights, are and shall remain with Marshall County Fiber and its licensors. You agree to comply with the terms and conditions of all end user software license agreements accompanying any software or plug-ins to such software distributed by Marshall County Fiber in connection with the Service(s). Your right to use the Licensed Software terminates upon termination of this Agreement.

4. Equipment Requirements

At the time of initial installation of the Service(s), provided that your equipment does not harm Marshall County Fiber's equipment or network or infringe upon or allow other users' use of Marshall County Fiber's service, you may attach such device to Marshall County Fiber's equipment or network. Should such device harm Marshall County Fiber's equipment or network, allow or infringe other users' use of the Service(s), such device must be removed from Marshall County Fiber's equipment or network. You will not remove any equipment owned by Marshall County Fiber (the "Equipment") from your premises ("Premises").

5. Installation

You authorize Marshall County Fiber's personnel and/or its agents to enter your Premises at mutually agreed upon times in order to install, maintain, inspect, repair and remove the Service(s). If you are not the owner of the Premises at which the Service(s) are to be installed, you represent that you have obtained the consent of the owner of the Premises for Marshall County Fiber's personnel and/or its agents to enter the Premises for the purposes described above. You shall indemnify and hold Marshall County Fiber harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement. You agree that installation of the Service(s) (including the Licensed Software) may require Marshall County Fiber's personnel and/or its agents to access your equipment, including your computer. You further acknowledge and agree that installation and/or use of the Internet Service (including the Licensed Software) may result in the modification of your computer's systems files and that Marshall County Fiber may periodically update the software in order to provide the Internet Service. Marshall County Fiber neither represents, warrants, nor covenants that such modifications will not disrupt the normal operations of your computer. Marshall County Fiber shall have no liability whatsoever for any damage resulting from the installation and/or use of the Licensed Software or file modifications. Marshall County Fiber is not responsible for returning your equipment, including your computer, to its original configuration prior to installation. Marshall County Fiber or its agents will supply and install certain software and, if required, hardware for a fee determined by Marshall County Fiber. Marshall County Fiber shall use reasonable efforts to install the Service(s) to full operational status, provided that your equipment fulfills the minimum requirements set forth herein.

6. Acceptable Use Policy

You agree to use the Service(s) strictly in accordance with the AUP located at www.MarshallFiber.com, which may be modified by Marshall County Fiber from time to time, and which is incorporated herein by reference and made a part of this Agreement.

7. Transmission of Content

You are solely responsible and liable for all content that you transmit, whether via voice or Internet Service, upload, post, email, or otherwise make available via the Service(s), including, without limitation, content that you post to any Marshall County Fiber website, or any third-party vendor's service (e.g., newsgroups) that is used by Marshall County Fiber. Marshall County Fiber does not claim ownership of content you transmit, submit or make available for inclusion on the Service(s). However, with respect to content you transmit, submit or make available for inclusion on publicly accessible areas of the Service(s), you grant Marshall County Fiber a world-wide, royalty free and non-exclusive license(s) to: use your content in connection with Marshall County Fiber's businesses, including, but not limited to, the rights to copy, distribute, publicly perform, publicly display, transmit, publish your name in connection with the content, and to prepare derivative works. No compensation will be paid with respect to the use of your content.

8. Links to Third-Party Websites

In your use of the Internet Service and/or Marshall County Fiber's website, you may encounter various types of links that enable you to visit websites operated or owned by third parties ("Third Party Site"). These links are provided to you as a convenience and are not under the control or ownership of Marshall County Fiber. The inclusion of any link to a Third-Party Site is not (i) an endorsement by Marshall County Fiber of the Third-Party Site, (ii) an acknowledgement of any affiliation with its operators or owners, or (iii) a warranty of any type regarding any information or offer on the Third-Party Site. Your use of any Third-Party Site is governed by the various legal agreements and policies posted at that website.

9. Monitoring and Removal of Content

Marshall County Fiber is under no obligation to monitor the Service(s). However, Marshall County Fiber reserves the right at all times and without notice to remove, restrict access to, or make unavailable, any content on its servers that it considers, in its sole discretion, to be obscene, lewd, lascivious, excessively violent, harassing, or otherwise objectionable, and to monitor, review, retain and/or disclose any content or other information in Marshall County Fiber's possession about or related to you, your use of the Service(s) or otherwise as Marshall County Fiber deems necessary to satisfy any applicable law, regulation, legal process, or governmental request. Marshall County Fiber also retains the right to purge your email account or accounts in the event that any such account has not been accessed for at least three (3) months.

10. Protections for Telecommunications Subscribers

Pursuant to Ind. Code ch. 8-1-29, subscribers receiving voice Service from Marshall County Fiber may not be switched to another telecommunications provider unless authorized by the subscriber or billed by Marshall County Fiber for services added to the subscriber's service order without the subscriber's authorization. Additionally, Marshall County Fiber may not submit a preferred carrier change order for voice Service unless the order has first been confirmed in accordance with the procedures described in Ind. Code § 8-1-29-5.5. Notwithstanding any other provision of this Agreement to the contrary, a subscriber of voice Service may file a complaint with the Indiana Utility Regulatory Commission for violation of these provisions in accordance with Ind. Code § 8-1-29-7.

Notwithstanding any other provision of this Agreement to the contrary, subscribers receiving voice Service from Marshall County Fiber will have all customer service rights now or hereafter set forth

in 170 IAC 7-1.3, including, but not limited to, notice of proposed rate changes, billing in compliance with 170 IAC 7-1.3-6, billing adjustments to the known date of error or for a period of eighteen (18) months, whichever is shorter, prohibition on unauthorized switching of telecommunications providers and billing for telecommunications services added without the subscriber's consent, and subscriber complaints to the IURC.

11. Privacy

You authorize Marshall County Fiber to make inquiries and to receive information about your credit history from others and to utilize such information in its decision regarding its provision of the Service(s) to you. You agree that Marshall County Fiber may collect and disclose information concerning you and your use of the Service(s) in the manner and for the purposes set forth herein and in Marshall County Fiber's Privacy Policy.

12. No Spam or Other Unsolicited Bulk Email

Marshall County Fiber may immediately terminate any subscriber account that it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk email. You agree to pay Marshall County Fiber's damages for "spam" or unsolicited bulk email transmitted from or otherwise connected with your account, provided that such action is required by Marshall County Fiber in order to protect the integrity and customers' use of Marshall County Fiber's network and services as provided for in Marshall County Fiber's Network Management Policy.

Marshall County Fiber reserves the right to reject or remove what it considers, in its sole discretion, to be "spam" or other unsolicited bulk email from the Internet Service and shall have no liability for blocking any email considered to be "spam."

13. Termination and Surviving Obligations

Either party may terminate this Agreement at any time without cause by providing the other party with no less than twenty-four (24) hours' notice of such termination. In the event of termination by you, you must notify Marshall County Fiber by telephone or by a non-electronic written submission. Email submissions shall not constitute effective notice. Marshall County Fiber may notify you of termination by electronic or other means.

You expressly agree that upon termination of this Agreement: (i) you will pay Marshall County Fiber in full for your use of any Equipment and Service(s) up to the later of the effective date of termination of this Agreement or the date on which the Service(s) and any Equipment have been disconnected and returned to Marshall County Fiber; (ii) you will permit Marshall County Fiber to access the Premises at a reasonable time to remove any Equipment and other material provided by Marshall County Fiber;

(iii) you will ensure the immediate return of any Equipment to Marshall County Fiber and you will return or destroy all copies of any software provided to you pursuant to this Agreement; and (iv) Marshall County Fiber is authorized to delete any files, programs, data and email messages associated with such account.

14. Disclaimer of Warranties and Limitation of Liability

You expressly agree that Marshall County Fiber is not responsible or liable for any content, act or omission of any third-party, including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights, and you hereby release Marshall County Fiber for any such claims based on the activities of third parties.

THE SERVICE(S) ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER MARSHALL COUNTY FIBER, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS WARRANT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR FREE FROM VIRUSES OR OTHER HARMFUL MALICIOUS AGENTS EVEN IF ANTI-VIRUS MECHANISMS ARE DEPLOYED. MARSHALL COUNTY FIBER DOES NOT WARRANT THAT ANY DATA OR ANY FILES

SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE HEREBY EXCLUDED AND DISCLAIMED. MARSHALL COUNTY FIBER AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE OF, THE LICENSED SOFTWARE, THE SERVICE(S) (INCLUDING E-MAIL), EQUIPMENT FURNISHED BY MARSHALL COUNTY FIBER, OR MARSHALL COUNTY FIBER'S PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE(S), AND YOU AGREE THAT THIS DISCLAIMER OF LIABILITY APPLIES EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF A MARSHALL COUNTY FIBER INSTALLER, TECHNICIAN, OR CUSTOMER SERVICE REPRESENTATIVE AND YOU FURTHER AGREE THAT THIS DISCLAIMER OF LIABILITY INCLUDES ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR DAMAGES, REGARDLESS OF WHETHER OR NOT MARSHALL COUNTY FIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, MARSHALL COUNTY FIBER'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE(S) SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID FOR THE SERVICE(S) DURING THE IMMEDIATELY PRECEDING TWO (2)-MONTH PERIOD. YOU HEREBY RELEASE MARSHALL COUNTY FIBER FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. MARSHALL COUNTY FIBER IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT. Your sole and exclusive remedies under this Agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you.

15. Indemnification

You agree to indemnify and hold Marshall County Fiber, its affiliates, officers, directors and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Service(s). Marshall County Fiber will notify you within a reasonable period of time of any third-party claim for which Marshall County Fiber seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to Marshall County Fiber's interests, as reasonably determined by Marshall County Fiber.

16. Management of Networks, Maintenance

Marshall County Fiber reserves the right to manage its voice and Internet networks for the greatest benefit of the greatest number of subscribers, including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, anti-virus mechanisms, traffic prioritization and protocol filtering as further described in Marshall County Fiber's Network Management Policy. You expressly accept that such action on the part of Marshall County Fiber may affect the performance of the Service(s). Marshall County Fiber reserves the right to enforce limits on specific features of the Service(s), including, without limitation, email storage (including deletion of dormant or unchecked email) and web hosting maximums. Marshall County Fiber will endeavor to perform planned Service-affecting maintenance between 12:00 a.m. and 6:00 a.m. However, if exigent circumstances require maintenance at other time, Marshall County Fiber reserves the right to perform maintenance at such time as may be necessary. Marshall County Fiber will maintain a database of email contacts to be notified for maintenance that may be Service-affecting.

17. Copyright and Trademark Notices

Materials available on the Marshall County Fiber website are or may be protected by copyright law. All other trademarks and service marks are the property of their respective owners.

18. Intellectual Property Infringement Claims

In accordance with Title 17, United States Code, Section 512(c)(3), if you believe that a web page hosted by Marshall County Fiber is violating your rights under U.S. copyright law, you may

file a complaint of such claimed infringement with Marshall County Fiber's designated agent.

19. Governing Law and Jurisdiction

This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Indiana, without regard to its conflict of laws provisions. All disputes arising out of or related to this Agreement and the Service(s) must be brought in a federal or state court located in the State of Indiana except to the extent any such dispute is governed by Ind. Code ch. 8-1-29 and required to be brought before the IURC. You consent to the personal jurisdiction of such courts located therein or, if applicable, the IURC. You waive all rights to bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose unless otherwise provided in Ind. Code ch. 8-1-29.

20. Miscellaneous

This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit Marshall County Fiber's rights and remedies available at law or in equity. Marshall County Fiber's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by Marshall County Fiber to third parties.

21. How to Contact Marshall County Fiber

For any questions regarding this Subscriber Agreement, billing or other matters, please contact Marshall County Fiber by the means described on the contact link at www.MarshallFiber.com.