



BROADBAND AND DIAL-UP SERVICES AGREEMENT

Thank you for choosing MADISON for your high-speed Internet services. MADISON is happy to answer any questions you may have and to provide you with technical and other customer support through the following toll-free number and email address:

1-888-655-7283

infomtc@madisontelco.com

or you may write to:

**MADISON NETWORK SYSTEMS
21668 Double Arch Road
P.O. Box 29
Staunton, IL 62088**

and for general knowledge try our website at www.gomadison.com.

Effective as of June 30, 2006 until replaced.

THIS BROADBAND AND DIAL-UP SERVICES AGREEMENT ("AGREEMENT") DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH MADISON NETWORK SYSTEMS, INC. ("MADISON," "WE," "US," AND "COMPANY") WILL PROVIDE ITS CABLE MODEM, DIAL-UP INTERNET ACCESS, AND DSL SERVICES TO YOU. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE NOTIFY US IMMEDIATELY, AND WE WILL CANCEL YOUR SERVICE.

IF YOU ARE A NEW MADISON CUSTOMER, YOUR ACTIVATION OF A MADISON ACCOUNT AND RECEIPT OF MADISON SERVICES SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU. IF YOU ARE AN EXISTING MADISON CUSTOMER, YOUR CONTINUED RECEIPT OF MADISON SERVICES FOLLOWING RECEIPT OR PUBLICATION BY MADISON ON ITS WEB SITE OF THIS AGREEMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS, AND, ACCORDINGLY, THEY WILL BE LEGALLY BINDING UPON YOU.

For purposes of this Agreement the terms "You," "Your" and "Customer" refer to you, the MADISON Customer.

1. The MADISON Services

A. Services Defined. MADISON offers a wide variety of cable modem and DSL high-speed Internet Services. For purposes of this Agreement the term "Services" shall mean MADISON'S high-speed Internet Services and related features, including any email and dial-up accounts, technical support, software, IP addresses, web hosting, computer services, e-commerce solutions, and the like. MADISON'S affiliates or subcontractors may perform some or all of MADISON'S duties and obligations under this Agreement.

B. Changes in Services Offered. MADISON reserves the right to change the Services that it offers and prices or fees related to such Services at any time. If the change affects Customer, MADISON will provide notice of the change and its effective date. The notice may be provided on Customer's billing statement or by other communication permitted under this Agreement.

C. Acceptable Use Policy. All use of the MADISON Network and the Service must comply with the then-current version of MADISON'S Acceptable Use Policy ("AUP"), which is made a part of this Agreement and is available at the following URL: www.gomadison.com. MADISON reserves the right to amend this AUP from time to time, effective upon posting of the revised AUP at the URL or other notice to Customer. MADISON reserves the right to suspend the Service or terminate this Agreement effective upon notice for a violation of the AUP. Customer agrees to indemnify and hold harmless MADISON, from any losses, damages, costs or expenses resulting from any third party claim or allegation ("Claim") arising out of or relating to use of the Service, including any Claim, which if true, would constitute a violation of the AUP.

D. Service Level Agreement. The Service Level Agreement ("SLA") for this Service, which is made a part of this Agreement, is set forth at www.gomadison.com. MADISON reserves the right to amend the SLA from time to time effective upon posting of the revised SLA to the URL or other notice to Customer; provided, that in the event of any amendment resulting in a material reduction of the SLA's Service levels, Customer may terminate this Agreement without penalty by providing MADISON written notice of termination during the 30 days following notice of such amendment.

E. Service Outages. At MADISON'S sole option it may credit Customer for any outages of the Services in an amount to be determined by MADISON. The maximum amount of credit in any calendar month shall not exceed the Monthly Fee and Installation Charge, which absent the credit would have been charged for MADISON'S Service that month (collectively the "MADISON Fees").

F. Term Agreements. For Term Agreements Customer may downgrade the Services only at the time of renewal. Customer may not downgrade the Services during the term of the Term Agreement.

2. Billing Policies and Payments for Services

A. Billing and Payment. Customer agrees to pay all amounts billed for Services and to pay all taxes, fees and other charges, if any, which are now or may in the future be assessed on the Services Customer receives from MADISON. Unless Customer prepays for a Term Agreement to Services, MADISON will bill each month in advance for Services ordered by Customer or anyone who uses Customer's MADISON Equipment, whether with or without Customer's permission, until Customer cancels the Services. The bills will show the total amount due, the payment due date, payments, credits, purchases and other charges to Customer's account.

B. Service Activation Date. Billing for MADISON Service will commence as of the Service Activation Date. If Customer has a Term Agreement with MADISON, the Initial Payment is due and payable on or before Service Activation Date. Service is invoiced monthly in advance. In the event of early cancellation of a Term Agreement, Customer will be required to pay an Early Termination Fee listed below and may be required to pay 100% of the Monthly Fee for each month remaining in the Term Agreement at MADISON'S sole option. MADISON reserves the right to change the rates by notifying Customer 90 days in advance of the effective date of the change.

C. Payment. Payment is due on the date specified in Customer's invoice. Accounts are in default if payment is not received by this due date. If payment is returned to MADISON unpaid, Customer is immediately in default and subject to a returned check charge of \$25 from MADISON. Accounts unpaid 21 days after date of invoice may have Service interrupted or terminated, and reconnection fees and deposits may be required. Such interruption does not relieve Customer of the obligation to pay the Monthly Recurring Fee for the Services or any other charges incurred. Prices are exclusive of any taxes which may be levied or assessed upon the equipment or Services provided hereunder. Any such taxes shall be paid by Customer. Other fees and charges may also be assessed. If Customer is exempt from otherwise applicable taxes, Customer must submit its tax identification number and exemption certificate at the same time it submits its Term Agreement.

D. Late Payments. Customer agrees to pay MADISON in full monthly by the payment due date for the Services and for any other charges due MADISON, including any fees set forth in this Section 2. Other fees and charges may also be assessed. Accounts in default are subject to an interest charge on the outstanding balance of the lesser of 1.5% per month or the maximum rate permitted by law. Customer agrees to pay MADISON its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Agreement. If partial payments are made, they will be applied first to the oldest outstanding bill. If Customer sends checks or money orders marked "payment in full," MADISON can accept them without losing any of its rights to collect any other amounts owed by Customer, notwithstanding Customer's characterization of the payment. MADISON does not extend credit to its Customers, and any Late Payment Fee is not interest, a credit Service charge or a finance charge. Customer understands and agrees that in the case of late payment or nonpayment for any Services ordered by Customer or for any of the charges stated below MADISON may report such late payment or nonpayment to credit reporting agencies. If Customer does not pay bill by the due date, MADISON has the right to disconnect Customer's Services at any time thereafter at its sole discretion. MADISON may require Customer to pay all past due charges, a Reconnect Fee, a deposit equal to a minimum of one (1) month's advance charge and all outstanding balances accrued through the date of deactivation before it reconnects Customer's Services. Deposits will not be held segregated from other funds and shall not earn or accrue interest.

E. Failure to make Payments, Bankruptcy, Insolvency. If Customer at any time fails, neglects, or refuses to make timely payments hereunder, if a petition in bankruptcy shall be filed on Customer's behalf or against Customer, if Customer takes advantage of any insolvency law, becomes insolvent, or makes an assignment for the benefit of creditors, or if a receiver, liquidator, or trustee is appointed for Customer's property or affairs, MADISON shall be wholly relieved from its obligations hereunder.

F. Term Agreements. If Customer agreed to a Term Agreement for any Services and Customer's account is past due for any amounts owed to MADISON, at its option MADISON may suspend any or all Service until payment is received and/or convert Term Agreement to a monthly subscription. If MADISON converts Customer's Term Agreement to a monthly subscription, it will first apply the amount Customer paid for Term Agreement to any past due amounts and then any remaining amounts to future obligations. If MADISON elects to offset the amount paid for the remaining portion of a Term Agreement against amounts past due, Customer agrees to pay, in addition to all other applicable fees, the Early Termination Fee set forth below for each month and partial month that the Term Agreement services were previously received.

G. Costs of Collection. If MADISON uses a collection agency or attorney to collect money Customer owes it or to assert any other right which it may have against Customer, Customer agrees to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney's fees and court costs. If there are billing errors or other requests for credit, Customer can contact MADISON'S Customer Service Center by telephone or in writing. Customer must contact MADISON within sixty (60) days of receipt of the billing statement for which Customer is seeking corrections. Failure to timely notify MADISON of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for Services must be made directly by Customer to MADISON. MADISON shall have no obligation to provide Services for which payment is made by Customer to a third party.

H. Additional Charges. In addition to the amounts due for Services, Customer agrees to pay the fees referenced below ("Fees") when applicable. MADISON reserves the right to increase these Fees or add additional Fees in the future at its sole discretion.

Early Termination Fee \$200.00
Returned Payment Fee \$25.00

3. Cancellation of the Services

A. Continuation of Service. Customer's Services will continue until cancelled as provided for herein. Customer's subscription will be automatically renewed unless Customer contacts MADISON to cancel, as provided for in the next paragraph.

B. How to Cancel. Unless Customer has a Term Agreement, Customer has the right to cancel Services for any reason at any time by notifying MADISON via telephone or in writing at the phone number or address set forth above. Please be aware that certain promotional offers have a minimum Term Agreement, and if Customer cancels Service prior to the expiration of that Term Agreement, certain early termination fees may apply. If Customer has a Term Agreement with MADISON, after the initial Term only a written request to terminate Service relieves Customer of the obligation to pay the Monthly Fee.

C. Termination by MADISON. MADISON has the right to terminate Customer's Services at any time without providing notice to Customer if:

- (i) Customer fails to pay bill when it is due;
- (ii) MADISON receives confirmation that Customer has received the Services or any part of the Services without paying for them; or
- (iii) Customer otherwise violates the terms of this Agreement.

D. Outstanding Balance. If Customer's Service is cancelled for any reason, Customer is still responsible for payment of all outstanding balances accrued, including any applicable Fees.

E. Charges Nonrefundable. Customer understands that charges for Services, once charged to Customer's account, are nonrefundable. For monthly subscriptions, the cancellation will be effective at the end of the period covered by the last monthly bill. No refunds or credits will be provided in connection with the cancellation of monthly subscriptions. For Term Agreements, the cancellation will be effective as of the date the Term Agreement expires. Because Customer is receiving a discounted price in exchange for the agreement to pay for Services on Term Agreement basis, in the event Customer cancels the Services prior to expiration of Term Agreement, Customer understands and agrees that Customer is not entitled to any refund or credit for the unused portions of the Term Agreement and that MADISON has the right to retain any prepaid monies as liquidated damages.

4. Equipment

A. Equipment. In order to receive the Services it may be necessary for Customer to purchase or lease certain equipment consisting primarily of a DOCSIS-compatible cable modem or DSL modem ("Equipment").

B. Downloads. To optimize the performance of its Network, MADISON reserves the right to alter software in Customer's Equipment or MADISON Equipment (as defined below) through periodic downloads. MADISON will use commercially reasonable efforts to schedule these downloads in a manner that results in the least amount of interference with or interruption to Customer's Service.

C. Restrictions on Software. The MADISON Equipment contains certain components and software which are proprietary to MADISON or its licensors. Customer agrees not to try to reverse-engineer, decompile or disassemble any software or hardware contained within the MADISON Equipment. Such actions are strictly prohibited and may result in the termination of Customer's Services and legal action.

5. Leased Equipment

A. Equipment remains property of MADISON. At MADISON'S option, it may lease Customer equipment ("MADISON Equipment") for Customer's Services. If Customer leases MADISON Equipment, the MADISON Equipment shall at all times remain the sole and exclusive property of MADISON, and MADISON will have the right at its discretion to replace it with new or reconditioned equipment and to remove the equipment upon termination of Services. None of the MADISON Equipment shall be deemed fixtures or part of Customer's realty. MADISON'S ownership of the MADISON Equipment may be displayed by notice contained on the MADISON Equipment. Customer shall have no right to pledge, sell, mortgage, give away, remove, relocate, alter or tamper with the MADISON Equipment (or any notice of its ownership thereon) at any time. Any reinstallation, return of or change in location of the MADISON Equipment shall be approved by MADISON and performed by MADISON at the Service rates in effect at the time of Service. Customer shall not attach any electrical or other devices to or otherwise alter the MADISON Equipment without MADISON'S prior written consent. MADISON shall have the right to make such filings as are necessary to evidence its ownership rights in the MADISON Equipment, and Customer agrees to execute any and all documents as are necessary to make such filings. Upon termination of Services, Customer must notify MADISON'S Customer Service Center to schedule the return of the MADISON Equipment.

B. Damage and Defects. Customer shall notify MADISON promptly of any defect in, damage to, or accident involving the MADISON Equipment. All maintenance and repair of the MADISON Equipment shall be performed by MADISON or its designees. MADISON may charge Customer for any repairs that are necessitated by any damage to or misuse of the MADISON Equipment.

C. Theft of MADISON Equipment. If Customer's MADISON Equipment is stolen or otherwise removed from Customer's premises without authorization, Customer must notify MADISON'S Customer Service Center immediately, but in any event not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of the MADISON Equipment. Customer will not be liable for unauthorized use after MADISON has received Customer's timely notification.

D. MADISON'S Access to Customer Premises.

(i) **Access.** From time to time, MADISON may need to enter the premises at which Customer will use the Services ("Premises") in order to install, maintain, inspect, repair, and remove the MADISON Equipment. Accordingly, Customer authorizes MADISON and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to Customer and MADISON.

(ii) **Authorization for Access.** Customer warrants either that Customer is the owner of the Premises, or if Customer is a tenant, that Customer has the authority to afford MADISON access to the Premises. If Customer is not the owner of the Premises, Customer agrees to supply MADISON, if asked, the owner's name and address, and evidence or written consent from the owner that the owner has authorized Customer to grant access to the Premises and to install equipment.

6. Transfer of Account, Services or MADISON Equipment

MADISON may sell, assign or transfer Customer's account to a third party without notice to Customer. Customer may not assign or transfer Services without MADISON'S written consent, which will not be unreasonably withheld. MADISON may, however, refuse to allow Customer to assign or transfer Services if Customer leases MADISON'S Equipment or if Customer's account has an outstanding balance.

7. IP Numbers

Any Internet Protocol numbers ("IP Numbers") assigned to Customer by MADISON in connection with the Service shall be used only in connection with the Service. In the event Customer discontinues use of a Service for any reason or this Agreement expires or is terminated for any reason, Customer's right to use the IP Numbers shall terminate.

8. Maintenance

Scheduled maintenance shall be performed during a standard maintenance window on Tuesdays and Thursdays between 3 A.M. and 6 A.M. Central Time. No other notice of scheduled outages shall be provided to Customers, unless published at MADISON'S website, www.madisontelco.com.

9. Limitation of Liability, No Warranties, Remedies, and Responsibility

A. LIMITATION OF LIABILITY. MADISON, ITS OFFICERS, DIRECTORS, OWNERS, PARENT COMPANIES, SUBSIDIARIES, EMPLOYEES, AFFILIATES AND AGENTS ("MADISON PARTIES") WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR LIABLE FOR ANY DELAY OR FAILURE TO PERFORM, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS. THE MADISON PARTIES MAKE NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE MADISON EQUIPMENT OR ANY SERVICES FURNISHED TO CUSTOMER. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL THE MADISON PARTIES HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR RESULTING FROM MADISON'S FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO CUSTOMER OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO CUSTOMER.

B. No Warranties. MADISON exercises no control over and accepts no responsibility for the content of the information passing through MADISON'S host computers, network hubs and points of presence (the "MADISON Network"). EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1.D. ABOVE, MADISON MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICES AND EQUIPMENT IT IS PROVIDING AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Use of the information obtained via the MADISON Network is at Customer's own risk. MADISON specifically denies any responsibility for the accuracy or quality of information obtained through its Services.

C. Remedies. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole remedies for any claims relating to this Service or the MADISON Network and MADISON'S maximum liability hereunder will not exceed an amount equal to the total of the monthly recurring charges paid by Customer hereunder for the twelve (12) months preceding the month during which such liability arises.

D. Responsibility. It is Customer's responsibility to impose any restrictions on use of the Services by Customer, other members of Customer's household, or guests, and the MADISON Parties shall have no liability to anyone due to or based on the content of any of the Services furnished to Customer.

10. Warning against Piracy

It is a violation of several U.S. federal and state laws to receive any Services, or any portion of such Services, without paying for them. The penalties for violating such laws can range from imprisonment to civil damage awards.

11. ARBITRATION

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

12. Miscellaneous

A. Physical Address/Change of Address. When setting up a MADISON account, Customer agrees to provide MADISON with the physical street address where the MADISON Equipment will be located. A post office box does not constitute a physical address and is not sufficient to meet this requirement. Customer agrees to give MADISON prompt notice of Customer's change of name, mailing address, physical address where the MADISON Equipment is located or telephone number. This may be done by notifying MADISON'S Customer Service Center by telephone or in writing.

B. Notice. If MADISON sends Customer notice, it will be considered given when deposited in the U.S. Mail addressed to Customer's billing address, hand-delivered to Customer, or sent to Customer via email to Customer's MADISON email account. Customer acknowledges and agrees that Customer is responsible for monitoring Customer's MADISON email account for any notices. MADISON'S notice to Customer will also be effective if provided on Customer's billing statement or by telephone. If Customer gives notice to MADISON, it will be deemed given when received by MADISON at the address listed on the first page of this Agreement.

C. Applicable Law. This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal law, the rules and regulations of the Federal Communications Commission, and the laws and regulations of the state and local area where Services are provided. These terms and conditions are subject to amendment, modification or termination if required by such regulations or laws. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified without affecting the validity of the other provisions.

D. Privacy. Customer has certain privacy rights under federal law. For cable modem Customers, please see the Subscriber Privacy Notice for more information. For DSL Customers, please see the Special Notice Regarding Customer Proprietary Network Information. Both notices are available on MADISON'S website or by calling MADISON Customer Service.

E. Trademarks. Neither party may use the other party's name, trademarks, trade names or other proprietary identifying symbols without the prior written approval of the other party.

F. Force majeure. MADISON shall not be liable for any delay or failure in performance due to *force majeure*, which shall include without limitations acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or other occurrences which are beyond MADISON'S reasonable control. Customer is responsible and acknowledges 100% liability and responsibility for all Customer network security systems, firewalls and any other network security necessary to protect Customer's data, systems or networks. Service may not be available in all areas. Actual downstream and upstream throughput speeds will vary. The downstream and upstream access speed or sync rate is measured between network interface device at Customer's location and the DSL or Cable Modem-equipped Central Office or Remote Terminal. The actual speed achieved will depend on several factors, including line conditions and loop length.

G. Other. Except for any Term Agreement between Customer and MADISON, this document, the SLA, and AUP incorporated herein contain the entire agreement between MADISON and the Customer, and no salesperson, installer, Customer Service representative, authorized retailer, or other similarly situated individual is authorized to change the terms set forth herein. MADISON may, however, change the terms and conditions of this Agreement in the future and will notify Customer if that occurs. The terms of this Agreement, which either are expressly stated to survive or by their nature would logically be expected to survive termination, shall continue thereafter until fully performed. All Services may not be available in all MADISON Service territories. Other restrictions, including credit restrictions, may apply.