This Internet Service Agreement ("Agreement") is made between TedNet, LLC, ("TedNet"), the sender of this email, and ("Customer"), the recipient of this email. By its reply to this email, Customer acknowledges and agrees to the following:

IN CONSIDERATION of the mutual covenants expressed in this Agreement, the parties hereto agree as follows:

- 1. <u>Internet Service</u>. TedNet agrees to provide Customer agrees to provide Internet service ("Service"), subject to the terms and conditions contained in this Agreement.
- **2. Cost.** Customer agrees to pay \$65.00 per month for Service, as well as a one-time charge of \$50.00 for installation.
- 3. <u>Billing and Payment</u>. Service will begin on the 1st or 15th of each month. Payment is made by credit card and is automatically billed on the first of the month. The first or last month's service will be prorated to the 1st or 15th of each month, whichever is later. Please enter the following credit card information when replying to this email: card type, card number, expiration date, CVV code, name on card, card billing address.
- 4. <u>Term and Termination</u>. This Agreement may be terminated as follows: (a) at any time by written agreement of the parties; (b) by either party if the other is in default of any provisions of this Agreement and such default is not cured within fifteen (15) days after the aggrieved party gives the other written notice thereof; (c) by either party after the party gives the other thirty (30) days written notice; or (d) by either party if the other becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.
- 5. <u>Limitation of Liability</u>. Customer acknowledges and agrees that TedNet does not guarantee uninterrupted service. The availability of the Internet access service provided by TedNet will be subject to power outages and other conditions affecting Internet use, which are outside the control of TedNet. By accepting this contract, Customer will be deemed to have considered and accepted this qualification with respect to Customer's application of the service to the use of VoIP telephones, security systems, health monitoring systems or other systems requiring permanent, always-on connections. Customer hereby releases TedNet from all claims it may have against TedNet in the future arising from damage or losses suffered by Customer as a result of interruption of service due to conditions beyond the control of TedNet.

- **6. No Redistribution.** You are not permitted to resell or redistribute your Internet connection to other parties with out prior written consent. A violation of this term will result in the immediate termination of your account.
- 7. <u>Indemnification</u>. Customer hereby agrees to indemnify TedNet and hold TedNet harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, liens, grants, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of or related to: (a) any breach of this Agreement by Customer; and/or (b) negligent or intentional acts, errors, or omissions of Customer or Customer's employees or Customers.
- **8.** Internet Provider Terms and Conditions. In addition to the terms and conditions in this Agreement, Customer hereby agrees to comply with any and all terms and conditions of the Internet provider that are in effect, and that may change from time to time.
- **9. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements between them as to such subject matter. This Agreement may not be amended without the parties' written agreement.
- **10. Governing Law.** The internal laws of the state of Wisconsin shall govern this Agreement, and all disputes arising therefrom. Any cause of action, claim, suit or demand by either party allegedly arising from or related to this Agreement or the relationship of the parties shall be brought in circuit court in Milwaukee County, State of Wisconsin. Both parties hereby irrevocably admit themselves to and consent to the jurisdiction of said court.
- 11. <u>Force Majeure</u>. TedNet shall not be liable under this Agreement for damages occasioned by any failure to perform if such failure arises out of a condition which is beyond the reasonable control of TedNet, including, without limitation, war, riot, civil disorder, fire, strikes, work slow-downs, accidents, actions of government or civil authority, delay in transportation, energy failure, equipment breakdown, delay of suppliers, inability to obtain necessary labor, materials or facilities, acts of God or any other causes beyond TedNet's control.
- **12. Severability.** The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

**13. Waiver.** Customer and TedNet agree that the failure at any time by TedNet to require or assert strict adherence to the prohibitions, covenants, terms, provisions, or conditions set forth herein shall in no way adversely or prejudice TedNet's right thereafter to enforce this Agreement, nor shall any such failure or breach by TedNet constitute or be considered a waiver of rights to pursue Customer for any succeeding breach.

Please see the Internet Service Agreement Terms below. If you wish to accept these Terms, simply reply to this email and include the requested credit card information.

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