

## Agreement

**T**HIS AGREEMENT (the *Agreement*), is made by and between **NaTel Investments L.C.**, an Iowa Limited Liability Company, and its assigns (*NaTel*) with its principal place of business being 907 West Burlington Avenue, Fairfield, Iowa 52556 and **CI Corporation** and assigns (the *Customer*), at 806 N 4th St., Fairfield, IA 52556 who agree as follows:

- 1. Services.** NaTel agrees to provide to the Customer those services specified in *Schedule A*, attached hereto and incorporated fully by reference herein, which may be amended or added to reflect additional services by written agreement of both parties (the *Services*). Said Services are hereby expressly agreed to be subject to the terms and conditions of this Agreement. The *Provisioning Date* of this Agreement shall be the date NaTel turns up the Services for the Customer as set forth in the *Schedule A*. The Provisioning Date shall be less than 14 days from the date of approval of this Agreement.
- 2. Terms/Renewal.** This Agreement shall be effective for a term of 24 months, commencing from the Provisioning Date. At the expiration of this term, this Agreement will automatically renew for successive one year terms, unless the Agreement has been abandoned or terminated in writing at least 30 days prior to such automatic renewal. Any such extension or renewal shall be upon the same terms and conditions as provided in this Agreement. Notices between the parties shall be in accordance with the provisions of *Schedule C*, attached hereto and incorporated fully by reference herein.
- 3. Payment.** For Services provided by NaTel, the Customer shall pay the sums specified on the approved *Schedule A* or any amended and added *Schedule A* services as agreed by the parties hereto to NaTel, P.O. Box 1076, Fairfield, Iowa 52556-1076. Upon execution of this Agreement the Customer shall pay the non-recurring installation charges on *Schedule A*. In addition to the payment requirement herein, the Customer shall pay on receipt of invoice, any additional installation charges specifically approved by Customer, monthly recurring charges, taxes including sales tax, user fees, permit fees or similar charges arising from the services provided herein.
- 4. Customer Right Of Abandonment.** The Customer shall have the right at any time to abandon the use of any of the services provided by NaTel. Such abandonment shall be in writing and shall terminate any obligations of either party regarding such services and installation charges except for any indemnification of causes accruing prior to the time of such abandonment and except that the Customer shall pay with its abandonment the then present value of the remaining payments due during the remaining term for such services.
- 5. Network Ownership and Performance.** Ownership and control of the NaTel network and appurtenances thereto shall at all times be and remain with NaTel and NaTel shall have the right to remove its service, cable and any other equipment to be used in connection therewith upon termination of this Agreement. NaTel shall be responsible for the operation and maintenance of its network in accordance with the performance specifications as stated in *Schedule B* of this Agreement, attached hereto and incorporated fully by reference herein. Performance of NaTel under this Agreement shall be subject to all regulatory approvals.
- 6. Confidentiality.** The Parties acknowledge that in the provisioning of services specified in *Schedule A*, certain confidential proprietary business and technical information and knowledge of each party may become known to the other, including without limitation any aspect of the operation, technology, pricing, or other business services provided. The Parties agree not to disclose or divulge any details of this and other proprietary information to third parties, including without limitation other businesses, organizations, or individuals, unless specifically authorized in writing or compelled by law.
- 7. Limitation of Liability/Indemnification.** Under no circumstances shall either party be liable to the other for any indirect, incidental, special or consequential damages (including but not limited to; loss of business, loss of use or loss of profits) which arise in any way, in whole or in part, as a result of any action, error, mistake or omission. Both parties agree to indemnify, defend and hold each other harmless for any and all claims, demands, suits losses, damages or expenses, including reasonable attorney's fees and costs which may at any time be incurred by, or asserted against, any or all of them, directly or indirectly, on

account of or in connection with the indemnifying party's material default under any provision herein, or on account of, relating to or arising out of the acts or omissions of employees, contractors and agents.

8. **Default/Termination.** Failure of either party to cure a default under this Agreement as soon as reasonably practical, but not less than ten (10) days after receipt of written notice thereof, shall entitle the other party to immediately terminate this Agreement. A default which is not susceptible to cure within such ten (10) days shall not give rise to a right of termination provided cure is commenced within ten (10) days and diligently pursued to completion. In lieu of a written notice, a facsimile (fax) is also acceptable within this Agreement.

9. **Assignment.** This Agreement and any rights or obligations arising under it may not be assigned by either party without the other party's prior written approval, except that either party may assign its rights hereunder to any subsidiary or affiliate, or to any entity under common control or ownership, or to any joint venture, partnership or other entity in which the other party has an interest, even if such interest is not a controlling interest, and except that (i) this Agreement shall be binding on and enforceable against any trustee or other estate representative in NaTel's bankruptcy case, and (ii) this Agreement shall be assumed and assigned to any purchaser or other transferee of the fibers and other property of NaTel which form the network and appurtenances which are the subject of this Agreement.

10. **Force Majeure.** A party shall be excused from performance under this Agreement if its performance is prevented by acts or events beyond the party's reasonable control including, but not limited to, strikes or other labor unrest, severe weather and storms, fires, floods, earthquakes, and other natural occurrences, power failures, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive or administrative authorities.

11. **Other Considerations.** This Agreement constitutes the entire Agreement and the complete understanding between the parties. No other verbal or written representation of any kind affects the rights or the obligations of the parties regarding any of the provisions in this Agreement. The parties agree that the laws of the State of Iowa shall apply to this Agreement. This Agreement and actions by the parties under this Agreement shall comply with all applicable federal, state and local laws, rules and regulations and the orders, rules and regulations of any court or governmental agency of competent jurisdiction. Any failure of a party to assert any of its rights under any provision of this Agreement shall not constitute a waiver or termination of such rights. If any provision of this Agreement is held to be unenforceable as written, the remainder of this Agreement shall be enforced as written, and the unenforceable provision shall be modified to the limited extent required to permit its enforcement in the manner most closely approximating the intention of the parties as expressed herein. This Agreement may be executed in multiple counterparts each of which may be deemed as an original and all of which together constitute one and the same Agreement.

AGREED TO this 20 day of July, 2006, by:

CI CORPORATION

NATEL INVESTMENTS L.C.

\_\_\_\_\_  
Rick Shaddock

By:

\_\_\_\_\_  
Michael J. Schill  
Managing Member

**Schedule A**

**SERVICES**

**High-speed Data Services**

	NRC	MRC
1 High-speed, Direct-connect, fiber optic based Internet connection. 100mbps connection to NaTel Municipal Area Network - 1.5mbps Internet port speed	985.85	175.00
1 Class C IP Address Space		50.00
	<i>Total</i>	225.00

All local, state and federal taxes are responsibility of Customer. Installation includes termination of fiber optic cable to approved demarcation area at 806 N 4<sup>th</sup> St. Fairfield Iowa and include a 100mbps media converter presenting a single Ethernet port to customer. Any addition internal wiring to be billed at NaTel's current rates.

The term for the above NaTel services is 24 months from the date of turn-up.

All payments for Services under this Agreement should be made to:

NaTel Investments L.C.  
PO Box 1076  
907 West Burlington  
Fairfield, Iowa 52556

NaTel sets forth an acceptable use policy, which is set forth in Schedule D, attached hereto and incorporated fully by reference herein. Use of NaTel systems and network constitutes understanding and agreement of this policy, which may alter from time to time as need dictates. The most recent Use Policy is set forth on the NaTel web site at <http://www.natel.net/aup.html>.

## **Schedule B**    *Operation And Maintenance Of The Network.*

In the event of failure or degradation of the performance of the network to a point where the service provided to the Customer is inferior to those performance specifications (a *Service Affecting Condition*), NaTel shall proceed immediately and with due diligence to restore its network to the level specified by the performance specifications.

### **NaTel Network Standards**

NaTel shall repair any Service Affecting Condition within 24 hours following receipt of notice of the condition in accordance with Schedule C hereof, NaTel shall have no responsibility or liability to the Customer for any disruption in service. In the event that any Service Affecting Condition shall extend beyond thirty (30) hours or that more than three (3) such occurrences of more than four (4) hours each shall occur within any calendar year affecting any service provided under this Agreement, the Customer shall have the right at its option to terminate that service upon written notice to NaTel. In lieu of a written notice, a signed facsimile (fax) is also acceptable within this Agreement.

In the event the Customer experiences a line failure or other emergency necessitating immediate response from NaTel, NaTel agrees:

- a) to provide immediate technical service during or outside of business hours, which includes, but is not limited to, site visits by NaTel personnel as requested by the Customer, and

In the event NaTel experiences a line failure or other emergency necessitating immediate response from the Customer, the Customer agrees:

- a) to provide immediate technical service during or outside of business hours, which includes, but is not limited to, site visits by the Customer personnel as requested by NaTel, and

NaTel agrees to identify and make available an employee or representative, reasonably competent to perform the foreseeable tasks that may be necessary to perform, on a seven day per week and twenty-four hour per day basis to address network operation and maintenance problems. In addition, NaTel shall provide Customer with forty-eight (48) hours notice prior to any interruption of service that are required in order to maintain the network, upgrade the network, or other reasons. NaTel shall obtain Customers consent to interruption of such service, which consent shall not be unreasonably withheld.

**Schedule C**

**N**otices between the parties under this Agreement, except for telecommunications notices, shall be in writing and except where the context otherwise requires, shall be mailed by prepaid U.S. Certified Mail, Return Receipt Requested, addressed to:

**Notices**

<i>NaTel:</i>	<i>Customer</i>
NaTel Investments L.C. Attn: Michael Schill 907 West Burlington Avenue Fairfield, Iowa 52556	Rick Shaddock CI Corp. 806 N. 4 <sup>th</sup> Street Fairfield, Iowa 52556

with a copy to the Legal Department or at such other addresses as the respective parties may from time to time designate in writing. Except where the context otherwise requires, all such notices shall be deemed to have been given upon the earlier of receipt or three (3) days after being sent.

Telecommunications notices shall be given to:

<i>NaTel:</i>	<i>Customer</i>
Email: <a href="mailto:support@natel.net">support@natel.net</a> Telephone: 641.469.6220 Facsimile (Fax): 641.472.6624	<a href="mailto:rick@cicorp.com">rick@cicorp.com</a> (641) 472-5830

## **Schedule D**

**N**aTel sets forth an Acceptable Use Policy ("AUP") with the intent of protecting our service, our customers, and other users of the Internet from potentially abusive actions taken by NaTel customers. The following policy is non-exclusive; any action about which there is doubt should be referred to NaTel for evaluation. NaTel may alter this policy, which is set forth and periodically updated on the NaTel web site at <http://www.natel.net/aup.html>, from time to time, as need dictates.

### **Use Policy**

#### ***Statement of Responsibility***

- Every NaTel Internet customer is directly connected to the NaTel Internet network, and has been assigned one or more IP addresses to connect devices to the network. NaTel customers agree to use only those addresses provided by and specifically authorized by NaTel. Customers agree not to use DHCP or similar protocols to automatically use addresses that may not be authorized by NaTel.
- Sites directly attached to the NaTel backbone are expected to adhere to the NaTel Acceptable Use Policies. The individual who signed this Agreement is responsible for educating site users on acceptable use policies. Violations of the AUP by directly attached sites will be referred to the signer of this Agreement for resolution. The signer will be held responsible for any violations of the AUP.
- NaTel enforces these policies with respect to NaTel customers only. We are not responsible for abusive actions which originate from other sites or networks on the Internet.

#### ***Acceptable Use: Network***

Acceptable use of the NaTel network facilities does NOT include:

- Attempting to circumvent user authentication or security of any host, network, or account on NaTel systems or the Internet at large ("cracking"). This includes scanning or probing ports without the consent of the owner of the machine being scanned.
- Use of NaTel systems or networks (willfully or negligently) in a manner that encumbers disk space, processors, bandwidth, or other system resources so as to interfere with others' normal use of services on NaTel or other systems and networks ("denial of service" attack).
- Activities which violate local, state, or federal statutes.

#### ***Acceptable Use: Domain Names***

NaTel provides domain name service for NaTel customers. Keeping registry information updated and accurate is the responsibility of the domain holder and not NaTel. Acceptable use of the NaTel domain name service does NOT include:

- Falsifying or omitting valid domain contact information, including the administrative, technical, zone, and billing contacts.

#### ***Acceptable Use: Email***

Acceptable use of Email does NOT include:

- Sending unsolicited mass mailings of any nature, including those with a "negative option" for continuation. The negative option is inviting those who do not wish to receive more email to reply to you.
- Sending a large number of email messages, or singularly large email messages, to a single address in order to flood someone's mailbox.
- Forging email headers to obscure the true originator of the message.
- Creating or participating in pyramid schemes or chain letters.

- Sending harassing email, either by language, size, or frequency. This includes sending email (or real time) messages to a person who has asked explicitly that you do not. (as phone number, address, social security number, etc.) in such a way as to cause the person trouble or to incite others to do so.
- Forging Usenet header information to obscure the true originator of the message.
- Activities that violate local, state, or federal statutes.

**Acceptable Use: Web/FTP Sites**

Acceptable use of NaTel web/FTP space does NOT include:

- Distribution of pornographic or otherwise indecent or offending materials.
- Distribution of restricted software or materials in violation of copyrights or distribution licenses.
- Distribution of materials which violates local, state, or federal statutes.

**Acceptable Use: Usenet**

Acceptable use of NaTel Usenet News service does NOT include:

- Posting unsolicited messages to a large number of Usenet newsgroups either by cross-posting or posting to individual groups ("spamming").
- Attempting to cancel, supersede, or otherwise interfere with Usenet posts other than one's own.
- Blatant posting of articles which violate the named charter for specific newsgroups.
- Publishing someone's real-world data (such

NaTel reserves the right to restrict or terminate service without refund in the event of an AUP violation. NaTel also reserves the right to take action on abuse which is not specifically named in this AUP at the sole discretion of NaTel. Use of the NaTel systems and network constitutes understanding and agreement of this policy.