

OPIQUAD, LLC

RESIDENTIAL MASTER SERVICE AGREEMENT

TERMS AND CONDITIONS OF SERVICE

Opiquad, LLC · 600 Tollgate Rd, Suite E, Elgin, IL 60123 · (847) 742-4623 · www.opiquad.com

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. By signing below (including by electronic signature), you agree to be legally bound by all terms and conditions set forth in this Agreement. This Agreement becomes effective upon your signature and is accepted by OPIQUAD through its provision of Services. No countersignature by OPIQUAD is required.

Subscriber Name (Full Legal Name):

Service Address:

Mailing Address (if different):

Subscriber Phone Number:

Subscriber Email Address:

Subscriber Signature:

Date of Signature:

HOW THIS AGREEMENT WORKS

This Residential Master Service Agreement (“MSA”) is a contract between Opiquad, LLC (“OPIQUAD,” “we,” “us,” or “our”), an Illinois limited liability company, and you (“Subscriber,” “you,” or “your”), the individual identified above. This MSA, together with any Quote you accept and all Exhibits referenced herein, constitutes your complete agreement with OPIQUAD for residential services.

When you accept a Quote from OPIQUAD (by signing it, accepting it electronically, or confirming it by email), that Quote becomes a binding order governed by this MSA. You do not need to sign a new MSA each time you add or change services — this Agreement covers all current and future residential services you order from OPIQUAD.

If anything in a specific Quote conflicts with this MSA, the Quote controls for that particular service.

SECTION 1 — DEFINITIONS

1.1 Agreement

This MSA, the accepted Quote, all Exhibits (including the Acceptable Use Policy and Privacy Policy), and all policies referenced herein.

1.2 Effective Date

The date you sign this Agreement.

1.3 Force Majeure Event

Any event beyond a party's reasonable control, including natural disasters, severe weather, pandemics, acts of terrorism, cyberattacks on third-party infrastructure, power grid failures, fiber cuts by third parties, government actions, and spectrum interference or signal obstruction caused by environmental conditions.

1.4 Monthly Recurring Charge ("MRC")

Your monthly service fees, taxes, surcharges, and other recurring charges as listed in your Quote.

1.5 Non-Recurring Charge ("NRC")

One-time fees for installation, activation, setup, or equipment, as listed in your Quote.

1.6 OPIQUAD Equipment

All hardware, antennas, radios, routers, modems, wiring, and other equipment owned by OPIQUAD and installed at your home in connection with the Services. This equipment remains OPIQUAD's property at all times.

1.7 Quote

The written or electronic service proposal from OPIQUAD that lists the specific services, pricing, fees, and term you are signing up for. Each accepted Quote is part of this Agreement.

1.8 Service Commencement Date

The date OPIQUAD first makes your service available for use. Your billing starts on this date.

1.9 Service Location

Your home address where OPIQUAD provides services, as listed in your Quote.

1.10 Services

The internet, phone, email, and other services OPIQUAD provides to you under this Agreement and your Quote, as described in Section 3.

1.11 Service Term

The minimum period you have committed to keep your services, as listed in your Quote. This begins on the Service Commencement Date.

1.12 Termination Fee

The early cancellation fee of \$200.00 that applies if you cancel a committed-term service before the end of your Service Term, as described in Section 6. No Termination Fee applies to month-to-month services.

SECTION 2 — TERM, RENEWAL, AND YOUR RIGHT TO CANCEL

2.1 Agreement Term

This Agreement takes effect when you sign it and remains in force as long as you have any active services with OPIQUAD.

2.2 Service Term

The committed Service Term for each service is listed in your Quote. Services are available on a month-to-month basis or in one (1) year, two (2) year, or three (3) year terms.

2.3 Automatic Renewal

When your committed Service Term expires, your service will automatically renew on a month-to-month basis at OPIQUAD's then-current residential rates, unless you tell us to cancel at least thirty (30) days before the end of your term. We will send you a reminder notice at least sixty (60) days before your term expires.

AUTOMATIC RENEWAL DISCLOSURE (815 ILCS 601/)

Your service will automatically renew at the end of your committed term on a MONTH-TO-MONTH basis at OPIQUAD's then-current residential rates.

To cancel, you must notify OPIQUAD at least 30 days before the end of your current term.

You may cancel by calling (847) 742-4623, emailing billing@opiquad.com, or mailing written notice to: Opiquad, LLC, 600 Tollgate Rd, Suite E, Elgin, IL 60123.

Commented [JH1]: [Billing@opiquad.com](mailto:billing@opiquad.com) ideally

Commented [JH1R2]: Accept this change

2.4 Right of Rescission — 14-Day Satisfaction Guarantee Period

You have the right to cancel this Agreement within fourteen (14) calendar days of signing it, for any reason, without penalty. To exercise this right, you must notify OPIQUAD in writing (by email to billing@opiquad.com or by mail) within the 14-day period. If you cancel within this period:

- OPIQUAD will refund any prepaid monthly service fees.
- You are responsible for any Non-Recurring Charges for installation work already completed and any equipment already delivered.
- You must return all OPIQUAD Equipment in good condition within ten (10) days of cancellation, or you will be charged the replacement cost.
- No Termination Fee applies to cancellations made within the 14-day satisfactory period.

Commented [JH2]: If we go with billing for the other comment we should probably remain consistent here too

Commented [JH2R2]: Agreed with this change to billing@opiquad.com

Commented [JH3]: "14 day satisfaction guaranteed period" or some similar wording

Commented [JH3R2]: Accept verbiage change to "satisfactory period" instead of "cooling-off period"

2.5 Price Changes

During a committed Service Term, your MRC will not increase except for changes in taxes, government-imposed fees, or regulatory surcharges. Upon renewal to month-to-month service, OPIQUAD may adjust pricing to then-current rates with at least thirty (30) days' advance written notice. If you do not agree to the new rate, you may cancel without penalty before the new rate takes effect. To cancel, you must notify OPIQUAD at least 30 days before the end of your current term. You may cancel by calling (847) 742-4623, emailing support@opiquad.com, or mailing written notice to: Opiquad, LLC, 600 Tollgate Rd, Suite E, Elgin, IL 60123.

Commented [JH4]: By submitting an official disconnection order as prescribed in section 2.3

Commented [JH4R2]: Include language here to the effect of "To cancel, you must notify OPIQUAD at least 30 days before the end of your current term. You may cancel by calling (847) 742-4623, emailing support@opiquad.com, or mailing written notice to: Opiquad, LLC, 600 Tollgate Rd, Suite E, Elgin, IL 60123.

SECTION 3 — SERVICES

3.1 Available Residential Services

OPIQUAD provides the services listed in your accepted Quote. Our residential service categories include, but are not limited to:

- **Fiber Internet** — High-speed symmetrical or asymmetrical fiber-optic internet service delivered directly to your home.
- **Fixed Wireless Access (FWA) / WISP** — Internet access delivered via radio signal from an OPIQUAD tower or access point to an antenna installed at your home. Service is subject to the Fixed Wireless provisions of Section 10.
- **5G Fixed Wireless Access** — Next-generation fixed wireless broadband delivered via 5G technology over licensed spectrum, subject to the Fixed Wireless provisions of Section 10.
- **Voice over IP (VoIP)** — Home phone service delivered over your internet connection. VoIP service is subject to the E911 provisions of Section 9. OPIQUAD strongly recommends maintaining an independent cellular phone as a backup means of reaching emergency services.
- **Email Services** — Email accounts with spam filtering and virus protection.
- **Router Leasing** — Lease of a router or gateway device during your Service Term. Leased equipment remains OPIQUAD's property and must be returned when service ends.
- **Router Sales** — Outright purchase of a router or networking device at the price listed in your Quote. Title and risk of loss transfer to you upon delivery.

3.2 Service Delivery

OPIQUAD will make reasonable efforts to deliver your services by any estimated date provided in your Quote. Estimated dates are not guarantees. Delays in installation do not give you the right to cancel your committed term or claim damages. We will let you know promptly if there is a significant delay.

3.3 Your Responsibilities

To receive services, you agree to:

- Provide OPIQUAD safe, reasonable access to your home (including rooftop, exterior walls, or attic as needed) for installation and maintenance of equipment.
- If you are a renter, by signing this agreement, you have confirmed you have obtained the permissions from your Landlord prior to Opiquad installation.
- If your home is part of a homeowners association (HOA), obtain any required HOA approvals before installation. You are responsible for any HOA fees, fines, or disputes related to OPIQUAD equipment.
- Provide reliable electrical power (a standard grounded outlet) for OPIQUAD equipment. If power goes out, your internet and phone service will also go out unless you have battery backup.
- Keep the area around OPIQUAD equipment clear, dry, ventilated, and accessible.
- Not move, tamper with, adjust, or attempt to repair any OPIQUAD Equipment. If you damage or lose OPIQUAD Equipment, you will be charged the full replacement cost.
- Notify OPIQUAD promptly if you change your address, phone number, email, or if anything changes at your home that might affect your service (such as new construction or tree growth blocking a wireless signal).

Commented [JH5]: Maybe instead it reads more closely to "if you are a renter, by signing this agreement, you have confirmed you have obtained the permissions from your Landlord prior to Opiquad installation".

Commented [JH5R2]: Agreed to making this comment change to "if you are a renter, by signing this agreement, you have confirmed you have obtained the permissions from your Landlord prior to Opiquad installation"

- For wireless services: maintain a clear signal path between your home and OPIQUAD's tower, and not permit construction, planting, or installations that you know will block the signal.

3.4 OPIQUAD Equipment

All OPIQUAD Equipment installed at your home remains OPIQUAD's property. When your service ends, you must allow OPIQUAD to retrieve its equipment within ten (10) business days, or return it to OPIQUAD's office. If equipment is not returned within thirty (30) days of service termination, you will be charged the full replacement cost. OPIQUAD will make reasonable efforts to restore mounting surfaces after equipment removal, but is not responsible for cosmetic restoration such as repainting.

3.5 FWA Installation Services

If you have ordered Fixed Wireless Access service, OPIQUAD will perform a professional installation, which may include a site survey, antenna mounting, cabling, and testing. The following terms apply:

- OPIQUAD will conduct a site survey before installation to check signal quality at your home. A non-refundable site survey fee may apply as listed in your Quote. If OPIQUAD determines that wireless service cannot be reliably delivered to your location, OPIQUAD may decline to install and will refund any prepaid installation fees (less the survey fee).
- Standard installation includes: one outdoor antenna/radio, exterior cabling to an interior point in your home, connection to one router, and basic testing. Anything beyond this scope (custom mounts, cable runs over 100 feet, roof penetrations, electrical work, or structural modifications) is non-standard and will be quoted separately.
- Your home must be accessible, safe, and ready on the scheduled installation date. If our technician cannot perform the installation because you are not home, access was not arranged, or the site is not ready, a trip charge will apply and we will need to reschedule.
- Installation workmanship is warranted for ninety (90) days. After that, on-site service calls are billed at OPIQUAD's standard hourly rate plus materials.

3.6 Service Changes

OPIQUAD may update the technical delivery of your service (for example, upgrading equipment or changing network configuration) as long as the service remains substantially equivalent. If a change would significantly reduce your service, we will notify you at least thirty (30) days in advance, and you may cancel the affected service without a Termination Fee.

SECTION 4 — BILLING AND PAYMENT

4.1 Monthly Billing

Your monthly charges are billed in advance. Billing begins on the Service Commencement Date.

4.2 Payment Due Date

Payment is due within fifteen (15) days of the invoice date. You may pay by credit card, debit card, ACH/electronic check, physical check, or autopay. OPIQUAD strongly encourages enrollment in autopay for uninterrupted service.

Commented [JH6]: Not applicable for Residential.

Commented [JH6R2]: Remove entire second sentence.

Commented [JH7]: We accept physical checks too

Commented [JH7R2]: Include language for physical checks being acceptable form of payment

4.3 Late Payments

If payment is not received by the due date, OPIQUAD may charge a late fee of 1.5% applied to the total outstanding balance monthly. If your account remains unpaid for thirty (30) or more days, OPIQUAD may suspend your service with five (5) days' advance notice. Suspended service does not relieve you of your obligation to pay. A reconnection fee of \$50.00 may apply to restore suspended service.

Commented [JH8]: 1.5%? Or similar value? This ones pretty steep

Commented [JH8R2]: Accept change from \$25 per billing cycle to 1.5% late fee applies to total outstanding balance monthly.

4.4 Returned Payments

If any payment is returned, declined, or rejected for any reason (including insufficient funds, closed accounts, or disputed charges), you will be charged a returned payment fee of \$25.00 or the maximum permitted by applicable law, whichever is greater. After a returned payment, OPIQUAD may require you to pay by credit card, debit card, or certified funds.

4.5 Taxes and Fees

All prices are exclusive of applicable taxes. You are responsible for all federal, state, and local taxes, regulatory fees, and surcharges applicable to your services. These are listed separately on your invoice.

4.6 Billing Disputes

If you believe your bill is incorrect, you must contact OPIQUAD within sixty (60) days of the invoice date. We will investigate and respond within thirty (30) days. You are still required to pay the undisputed portion of your bill while a dispute is pending. If OPIQUAD finds that you were overcharged, we will issue a credit to your account.

SECTION 5 — SERVICE PERFORMANCE

5.1 Best-Effort Service

OPIQUAD provides residential services on a best-effort basis. While we work hard to deliver reliable, consistent service, we do not guarantee specific speeds, uptime percentages, or uninterrupted service. Actual internet speeds may vary based on your equipment, in-home wiring, WiFi conditions, network congestion, distance from our infrastructure, and (for wireless services) weather and environmental factors.

5.2 Broadband Performance Disclosure

OPIQUAD's broadband performance information, including typical speed ranges, latency, and network management practices, is available at www.opiquad.com/legal/ in accordance with FCC broadband transparency requirements. A broadband facts label for your specific plan is provided on Opiquad's website.

Commented [JH9]: We do not have this feature provided with our quotes (I have seen it posted as required on competitor websites)

Commented [JH9R2]: Change to "a broadband facts label for your specific plan is provided on Opiquad's website"

5.3 Scheduled Maintenance

OPIQUAD may perform network maintenance that temporarily affects your service. Whenever possible, we will perform maintenance during overnight hours and provide at least 48 hours advance notice for planned maintenance expected to cause a service interruption.

Commented [JH10]: Not possessive. Remove

Commented [JH10R2]: Accept this grammar change

5.4 Service Outages

If you experience a service outage lasting more than twenty-four (24) consecutive hours that is caused by OPIQUAD's network (not by a power outage at your home, your equipment, weather

events, or other factors outside our control), you may request a pro-rata credit for the affected days by contacting OPIQUAD within thirty (30) days of the outage. Credits are applied to your next invoice and are limited to the MRC for the affected service.

SECTION 6 — CANCELLATION AND TERMINATION

6.1 Cancellation by You

You may cancel any service at any time by contacting OPIQUAD in writing (email, mail, or through the customer portal). Cancellation takes effect at the end of your current billing cycle, provided you give at least thirty (30) days' notice.

6.2 Early Termination Fee

EARLY TERMINATION FEE DISCLOSURE

If you cancel a service that has a committed Service Term (1-year, 2-year, or 3-year) before the end of that term, a flat early Termination Fee of \$200.00 applies.

No Termination Fee applies to: month-to-month services; cancellations within the 14-day Satisfactory period; or cancellations due to OPIQUAD materially reducing your service.

The Termination Fee is due on your final invoice. In addition to the Termination Fee, you must return all OPIQUAD Equipment within thirty (30) days or be charged the replacement cost.

6.3 Cancellation or Suspension by OPIQUAD

OPIQUAD may suspend or cancel your service if:

- Your account is thirty (30) or more days past due.
- You violate the Acceptable Use Policy (Section 8).
- You provide false information on your application or Quote.
- Your use of the service interferes with OPIQUAD's network or other subscribers' service.
- A Force Majeure Event makes it impractical for OPIQUAD to continue delivering service to your location.

OPIQUAD will provide at least five (5) days' advance notice before suspending or cancelling your service for non-payment, and at least thirty (30) days' notice for other reasons (except where immediate action is necessary to protect the network).

6.4 What Happens When Service Ends

When your service is cancelled or expires: (a) you must allow OPIQUAD to retrieve its equipment or return it within thirty (30) days; (b) any unpaid charges remain due; (c) any email addresses associated with your OPIQUAD account will be deactivated thirty (30) days after service termination; and (d) OPIQUAD has no obligation to preserve any data, voicemail, email, or other content associated with your account after termination.

SECTION 7 — LIMITATION OF LIABILITY

7.1 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPIQUAD'S TOTAL LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED

THE TOTAL AMOUNT YOU PAID TO OPIQUAD DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

7.2 No Consequential Damages

OPIQUAD IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, LOSS OF INCOME, OR INABILITY TO ACCESS EMERGENCY SERVICES DUE TO A SERVICE OUTAGE.

7.3 No Guarantee of Uninterrupted Service

You understand that internet and phone services may be interrupted by power outages, equipment failures, network issues, weather, and other events. OPIQUAD does not guarantee uninterrupted or error-free service. OPIQUAD is not a substitute for traditional landline telephone service and should not be relied upon as your sole means of communication in an emergency.

7.4 Warranty

OPIQUAD warrants that services will be provided in a workmanlike manner consistent with industry standards. EXCEPT FOR THIS WARRANTY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7.5 High-Risk Activities

OPIQUAD's services are not designed or intended for use in life-safety systems, medical monitoring, security alarm transmission, or any application where a service interruption could result in personal injury, death, or significant property damage. You agree not to use the services for such purposes.

SECTION 8 — ACCEPTABLE USE

8.1 Acceptable Use Policy

Your use of the services is subject to OPIQUAD's Acceptable Use Policy (Exhibit B), available at opiquad.com/legal/. Violating the AUP is a breach of this Agreement.

8.2 Prohibited Uses

Without limiting the AUP, you may not use the services to:

- Violate any federal, state, or local law.
- Send spam, conduct phishing, or engage in fraud.
- Upload or transmit viruses, malware, or harmful code.
- Infringe on anyone's intellectual property rights (including illegal downloading or sharing of copyrighted content).
- Harass, threaten, or harm any person.
- Access any computer system or network without authorization.
- Operate commercial servers, resell OPIQUAD's services, or provide internet access to neighboring properties without OPIQUAD's written consent.

- Use excessive bandwidth in a manner that degrades service for other subscribers. OPIQUAD's network management practices are disclosed at opiquad.com/legal/.

8.3 OPIQUAD's Remedies

If OPIQUAD reasonably determines you are violating this Section or the AUP, we may suspend or terminate your service immediately if necessary to protect the network or other subscribers. We will notify you as soon as practicable.

SECTION 9 — VoIP AND E911 PROVISIONS

THIS SECTION APPLIES ONLY IF YOU HAVE ORDERED VoIP (HOME PHONE) SERVICE FROM OPIQUAD. PLEASE READ IT CAREFULLY.

9.1 E911 Warning

IMPORTANT: 911 EMERGENCY CALLING LIMITATIONS

OPIQUAD's VoIP home phone service DOES NOT work the same way as a traditional landline when you call 911.

911 calls are routed based on the physical address you register with OPIQUAD. If you move your phone equipment without updating your address, 911 responders may be sent to the WRONG LOCATION.

911 WILL NOT WORK if your internet is down, your power is out (unless you have battery backup), or your OPIQUAD service is interrupted for any reason.

YOU MUST KEEP A CELL PHONE OR OTHER MEANS OF CALLING 911 AVAILABLE AT ALL TIMES.

You must tell everyone in your household about these limitations.

9.2 Your 911 Responsibilities

You must register a valid physical address with OPIQUAD for each VoIP phone number. You must update this address immediately if you move your phone equipment. You must inform all household members of the 911 limitations and post any OPIQUAD-provided 911 warning labels near your phone equipment.

9.3 911 Service Limitations

E911 may not function during: power failures; internet outages; network congestion; or when your phone equipment is used at any location other than the registered address. You expressly assume these risks.

9.4 No Liability for 911 Failures

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPIQUAD IS NOT LIABLE FOR ANY FAILURE OF 911 SERVICE, INCORRECT ROUTING OF 911 CALLS, FAILURE OF EMERGENCY RESPONDERS TO ANSWER OR RESPOND, OR ANY INJURY, DEATH, OR DAMAGE ARISING FROM YOUR RELIANCE ON VoIP 911 SERVICE. YOU WAIVE ALL CLAIMS AGAINST OPIQUAD FOR 911 FAILURES EXCEPT THOSE CAUSED BY OPIQUAD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9.5 Misuse of 911

Placing non-emergency, test, or prank calls to 911 violates federal and state law and this Agreement, and may result in immediate termination of your phone service and referral to law enforcement.

SECTION 10 — FIXED WIRELESS ACCESS AND WISP SERVICES

THIS SECTION APPLIES ONLY IF YOU RECEIVE INTERNET SERVICE VIA FIXED WIRELESS (FWA) OR 5G FIXED WIRELESS.

10.1 How Fixed Wireless Works

Fixed Wireless service is delivered by radio signal between an OPIQUAD tower or access point and an antenna installed at your home. You should understand that:

- Speeds and reliability depend on your distance from our tower, terrain, weather, and the local radio environment.
- Heavy rain, snow, ice, dense fog, and extreme temperatures can temporarily reduce speeds or cause brief outages ("rain fade").
- Trees, new buildings, or other obstructions that grow or appear between your home and our tower after installation can degrade or block your signal.
- Wireless service is shared among subscribers in your area — actual speeds may vary during peak usage times.

10.2 Site Survey and Line of Sight

Before installation, OPIQUAD will check whether a viable signal can reach your home. If signal quality is not adequate, we may decline to install wireless service. If signal quality degrades after installation due to new obstructions or environmental changes, OPIQUAD will make reasonable efforts to restore service but cannot guarantee it.

10.3 Your Obligations for Wireless Service

If you receive Fixed Wireless service, you agree to:

- Allow OPIQUAD access to your rooftop, exterior walls, or other surfaces needed to install, maintain, and remove antenna equipment.
- Obtain permission from your landlord, HOA, or building management if required.
- Ensure the mounting surface is structurally sound and suitable for equipment installation.
- Not plant trees, build structures, or allow anything to obstruct the signal path if you know it will affect service.
- Provide uninterrupted electrical power to the antenna equipment. OPIQUAD recommends a UPS (battery backup) to keep your service running during brief power outages.
- Not touch, adjust, reposition, or tamper with the antenna or radio equipment. If you do and it causes a service issue, an on-site service call will be billed to you.

10.4 Equipment Ownership

All antenna equipment, radios, cables, and mounting hardware installed by OPIQUAD remain OPIQUAD's property. When your service ends, you must allow OPIQUAD to remove the equipment. OPIQUAD will fill any penetration holes but is not responsible for repainting or cosmetic restoration.

Commented [JH11]: Section 10 might come across as redundant since this Agreement is for Fixed Wireless as is.

Commented [JH11R2]: Leave this section unchanged.

10.5 Speeds

Quoted speeds represent maximum performance under ideal conditions and are not guaranteed. Actual speeds vary. OPIQUAD's broadband performance data is available at www.opiquad.com/legal/.

10.6 Weather and Emergency Backup

If you use OPIQUAD VoIP (home phone) over a wireless internet connection, your phone service will also go out if the wireless signal is interrupted. OPIQUAD strongly recommends keeping a cell phone as a backup way to call 911. Service interruptions due to weather are not OPIQUAD's fault and do not give you the right to cancel your term or receive credits.

SECTION 11 — PRIVACY

OPIQUAD respects your privacy. Our Privacy Policy (Exhibit A), available at opiquad.com/legal/, describes how we collect, use, and protect your personal information, including Customer Proprietary Network Information (CPNI) as defined by the FCC. By using our services, you consent to the collection and use of your information as described in the Privacy Policy.

OPIQUAD will not sell your personal information to third-party marketers. We may share your information with service partners, contractors, and law enforcement as described in the Privacy Policy and as required by law.

SECTION 12 — COMPLAINTS AND DISPUTE RESOLUTION

12.1 Contact Us First

If you have a complaint or dispute, please contact OPIQUAD first. We want to resolve issues quickly. You can reach us at:

- Phone: (847) 742-4623
- Email: support@opiquad.com
- Mail: Opiquad, LLC, Attn: Customer Support, 600 Tollgate Rd, Suite E, Elgin, IL 60123

OPIQUAD will acknowledge your complaint within five (5) business days and provide a substantive response within thirty (30) days.

12.2 Escalation

If OPIQUAD cannot resolve your complaint to your satisfaction, you have the right to file a complaint with:

- The Illinois Attorney General's Consumer Protection Division
- The Federal Communications Commission (FCC) at fcc.gov/consumers/guides/filing-informal-complaint
- The Illinois Commerce Commission (ICC) for regulated service issues

12.3 Governing Law and Small Claims

This Agreement is governed by the laws of the State of Illinois. Any legal action must be brought in the state or federal courts located in Kane County or Cook County, Illinois. However, either party may bring a claim in small claims court if the claim falls within that court's jurisdiction.

SECTION 13 — GENERAL PROVISIONS

13.1 Force Majeure

Neither party is liable for delays or failures caused by events beyond its reasonable control (Force Majeure Events). Your obligation to pay for services already delivered is not excused. If a Force Majeure Event prevents OPIQUAD from delivering your service for thirty (30) or more consecutive days, you may cancel the affected service without a Termination Fee.

13.2 Assignment

You may not transfer this Agreement to another person without OPIQUAD's written consent. OPIQUAD may assign this Agreement to a successor or affiliate without your consent.

13.3 Notices

OPIQUAD will send notices to the email address you provided. Email notice is effective when sent. It is your responsibility to keep your contact information current with OPIQUAD. Notices to OPIQUAD should be sent to: Opiquad, LLC, Attn: Customer Support, 600 Tollgate Rd, Suite E, Elgin, IL 60123, or legal@opiquad.com.

13.4 Entire Agreement

This Agreement, together with your accepted Quote and all Exhibits, is the complete agreement between you and OPIQUAD for residential services. It replaces any prior agreements or understandings.

13.5 MSA Updates

OPIQUAD may update the general terms of this MSA from time to time. We will notify you by email at least thirty (30) days before any material change takes effect and post updated versions at opiquad.com/legal/. If you do not agree with a material change, you may cancel your month-to-month service before the change takes effect without penalty. Your continued use of services after the notice period constitutes acceptance of the updated terms.

13.6 Severability

If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains in full effect.

13.7 No Waiver

If OPIQUAD does not enforce a provision of this Agreement in one instance, that does not waive our right to enforce it later.

13.8 Compliance with Laws

Both parties agree to comply with all applicable federal, state, and local laws.

FCC BROADBAND FACTS

In accordance with FCC rules, OPIQUAD provides a Broadband Facts label for each residential internet plan. Your Broadband Facts label is included with your Quote and is also available at www.opiquad.com/legal/. The Broadband Facts label includes: typical download and upload speeds; latency; monthly price and fees; data caps (if any); and network management practices.

SUBSCRIBER ACCEPTANCE AND SIGNATURE

BY SIGNING BELOW, YOU CONFIRM THAT:

- You have read, understood, and agree to all terms and conditions of this Residential Master Service Agreement.
- You have had the opportunity to ask questions and seek independent advice.
- You understand the 14-day right of rescission described in Section 2.4.
- You understand the automatic renewal terms described in Section 2.3.
- You understand the early Termination Fee of \$200.00 described in Section 6.2 (if applicable).
- If you have ordered VoIP service, you understand the 911 limitations described in Section 9 and agree to sign the E911 Acknowledgment (Exhibit C).

Subscriber Name (Printed):

Subscriber Signature:

Date of Signature:

Subscriber Email:

Electronic Signature Notice: This Agreement may be executed by electronic signature, which is fully binding under the Illinois Electronic Commerce Security Act (5 ILCS 175/) and the federal E-SIGN Act (15 U.S.C. § 7001 et seq.).

OPIQUAD, LLC — Provider (No Countersignature Required)

Opiquad, LLC · 600 Tollgate Rd, Suite E, Elgin, IL 60123 · (847) 742-4623 · support@opiquad.com

This Agreement is accepted by OPIQUAD through its act of providing Services following your signature.

EXHIBIT A — PRIVACY POLICY

OPIQUAD's current Privacy Policy is incorporated herein by reference and is available at opiquad.com/legal/. A copy is provided to you electronically together with this MSA.

EXHIBIT B — ACCEPTABLE USE POLICY

OPIQUAD's current Acceptable Use Policy is incorporated herein by reference and is available at opiquad.com/legal/. A copy is provided to you electronically together with this MSA.

EXHIBIT C — E911 SUBSCRIBER ACKNOWLEDGMENT

APPLICABLE TO: Subscribers who have ordered VoIP (home phone) service only. If you have not ordered VoIP service, this Exhibit does not apply.

By signing below, you acknowledge that you have read and understand the following:

- OPIQUAD's VoIP home phone service does NOT provide traditional 911 service.
- 911 calls are routed to the physical address you register with OPIQUAD. You MUST update this address if you move your phone equipment.
- 911 WILL NOT WORK during power outages, internet outages, or OPIQUAD service interruptions.
- You MUST maintain a cell phone or other backup method of calling 911 at all times.
- You must tell all household members about these 911 limitations.
- You must post OPIQUAD-provided 911 warning labels near your phone equipment.
- OPIQUAD's liability for 911 failures is disclaimed to the maximum extent permitted by law.
- Misuse of 911 (non-emergency, test, or prank calls) violates law and this Agreement.

Subscriber Signature:

Printed Name:

Date:

VoIP Phone Number(s):

911 Registered Home Address: