

ADVANCED COMMUNICATIONS TECHNOLOGY, INC.
"MASS MARKET INTERNET SERVICE POLICIES AND CUSTOMER INFORMATION"

I. Introduction:

- a. The following policies apply to mass market broadband Internet services offered by ADVANCED COMMUNICATIONS TECHNOLOGY, INC. and doing business as ACT ACCESS, RT Connect, DTE World and Range Web hereafter referred to as the "COMPANY". COMPANY also offers enterprise level services that can be individually tailored to customer needs. It is COMPANY's policy to provide robust and reliable access to the Internet for all of its residential and commercial mass market end user customers. Because network resources are shared by all users, COMPANY has implemented the following policies to govern mass market Internet service. These policies are designed to: (i) ensure that shared network resources are allocated fairly among all users; (ii) allow users and prospective users to understand service policies and any significant limitations on the service; and (iii) provide a foundation that assures customers that they can rely on consistently receiving the level and quality of service to which they subscribe. COMPANY does not block access to, nor discriminate against, any lawful website or Internet application and, with respect to fixed Internet access services, supports the ability of users to select and attach the equipment of their choice to the network so long as that equipment: (i) is used for a lawful purpose consistent with COMPANY's Acceptable Use Policy; and (ii) does not harm the network or degrade network performance for other users. Customers are encouraged to familiarize themselves with the following policies which are deemed part of their Service Policy. By using COMPANY's Internet service, the customer accepts, agrees to be bound by and to strictly adhere to, these policies. The customer also agrees to be responsible for compliance with these policies by third parties, such as friends, family members or guests that make use of the customer's service accounts or equipment to access the network for any purpose, with or without the permission of the customer.

II. Acceptable Use Policy:

- a. "COMPANY's Acceptable Use Policy" sets forth the COMPANY policy on the acceptable use by the User of the Service, which includes User's optional Personal Web Space, e-mail, and other services which may be added from time to time. It is designed to help protect the Service, COMPANY's customers and the Internet community, from irresponsible or illegal activities.
- b. COMPANY reserves the right to decline to provide Service to User, or immediately to terminate User's Service for material breach, if User's use of the Service or User's use of a User ID or the User ID of additional users on User's account, whether explicitly or implicitly, and in the sole discretion of COMPANY: (a) is obscene, indecent, pornographic, sadistic, cruel or racist in nature, or of a sexually explicit or graphic nature; (b) espouses, promotes or incites bigotry, hatred or racism; (c) might be legally actionable for any reason, (d) is objectionable for any reason, or (e) in any manner violates the terms of this Acceptable Use Policy.
- c. User may not use the Service as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason; (c) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL, DNS address, or IP address of COMPANY or any other entity or person, or to attempt to penetrate or penetrate security measures of COMPANY or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (d) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks; (e) to transmit unsolicited voluminous e-mails (for example, spamming) or to intercept, interfere with or redirect e-mail intended for third parties using the Services; (f) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet; (g) to post information on newsgroups which is not in the topic area of the newsgroup; (h) to interfere with another person's usage or enjoyment of the Internet or this Service; (i) to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (j) to damage the name or reputation of COMPANY, its parent, affiliates and subsidiaries, or any third parties; (k) to transmit confidential or proprietary information, except solely at User's own risk; (l) to violate COMPANY's or any third party's copyright, trademark, proprietary or other intellectual property rights,

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including trade secret rights; (m) to use more than one IP address without the knowledge and consent of COMPANY; (n) to generate excessive amounts (as determined by COMPANY in its sole discretion) of Internet traffic, or to disrupt net user groups or e-mail use by others; (o) to engage in Company's activities designed to or having the effect of degrading or denying Service to COMPANY users or others (including Company activities that compromise a server, router, circuit or software; (p) to use any name or mark of COMPANY, its parent, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner; (q) to use User's COMPANY account for the purpose of operating a server of any type other than with the knowledge and consent of COMPANY; (r) to use the Service or the Internet in a manner intended to threaten, harass or intimidate; (s) to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (t) to use the Service to disrupt the normal flow of online dialogue, (u) to use the Service to violate any operating

rule, policy or guideline of any other online services provider or interactive service; (v) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (w) to impersonate any person or using a false name while using the Service; (x) to install "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or e-mail use by others; (y) to make false or unverified complaints against any COMPANY subscriber, or otherwise abusing any of COMPANY complaint response procedures; (z) to use software or any other device that would allow User's account to stay logged on while User is not actively using the Service (aa) to export software or any information in violation of US export laws; (bb) to use the Service in contravention of the limitations of the pricing plan User has chosen; (cc) for BROADBAND customers who use static IP, such customers must only use their assigned IP address; or(dd) to open more than three simultaneous connections to newsgroups at any one time or to rapidly open and close or create connections for users other than User's self (our subscriber).

- d. Usenet Policy and Posting Restrictions: Usenet comprises a system of bulletin boards called newsgroups. Usenet access is provided to Internet access customers of COMPANY. COMPANY Usenet may not be accessed via any other network. COMPANY will carry newsgroups at their sole discretion. Requests to add a newsgroup, from any source, will be evaluated on a case-by-case basis, and added at COMPANY's sole discretion. User must familiarize User's self with the subjects and established guidelines and restrictions of any newsgroup in which User participates and we reserve the right, in our sole discretion to terminate User's Service in the event User violates newsgroup guidelines or restrictions.
- e. Copyright Infringement/Repeat Infringer Policy. COMPANY respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. User may not store material on, or disseminate material over, COMPANY's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the US copyright laws. In accordance with the Digital Millennium Copyright Company (DMCA) and other applicable law, it is the policy of COMPANY to terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances may exist where (i) a subscriber or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer, (ii) where a valid, effective and uncontested notice has been provided to COMPANY alleging acts which are a violation by the subscriber or account holder of COMPANY's Copyright Policy prohibiting infringing activity involving COMPANY systems or servers, or (iii) in other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, COMPANY expressly reserves the right to terminate or suspend the service of any subscriber or account holder if COMPANY, in its sole judgment, believes that circumstances relating to the infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights COMPANY may have under law or contract.
- f. User shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation or technical or personal data.

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User represents that User is not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part User's US export privileges. User agrees to notify COMPANY if User become subject to any such order.

- g. User shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Services and shall not impersonate any person or use a false name while using the Services. User agrees to obtain all required permissions if User uses the Service to receive, upload, download, display, distribute, or execute Software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. User agrees to cooperate with COMPANY and provide requested information in connection with all security and use matters. User agrees to promptly notify COMPANY if User suspects unauthorized use of the Service or of User's UserID. User remains liable for unauthorized use until User's notification to COMPANY. User agrees that User's name, UserID and other identifying information may be placed in our user directory.
- h. COMPANY reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong.
- i. COMPANY reserves the right, but shall be under no obligation, to monitor User's compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Policy.
- j. COMPANYACCESS.NET ANTI-SPAM / ANTI-VIRUS PROTECTION TERMS AND CONDITIONS
 - i. SERVICE POLICY
 - 1. This COMPANYACCESS.NET Anti-Spam / Anti-Virus Protection Terms and Conditions Policy ("Policy") is entered into by the subscriber ("User ") and COMPANYACCESS.NET ("COMPANY"). By using, the Anti-Spam / Anti-Virus Protection service ("Service") User agree to be bound by the terms and conditions herein. User agree to allow COMPANY to process incoming e-mail messages against known SPAM (defined as un-requested, unsolicited e-mail messages from entities that User have no business or personal relationship with) filter rules that are implemented automatically on inbound e-mail accounts that are enrolled in the Service in order to determine if the messages are unsolicited (SPAM).
 - 2. SCOPE OF SERVICE
 - a. The processing of e-mail messages is by computer-automated systems. Portions of the Service may be provided to COMPANY by third-party vendor(s), over which COMPANY exercises no control. COMPANY warrants that the Service is being provided by automated computer processing and that NO employee, affiliate, or agent of COMPANY is reading User's or other subscribers e-mail messages. The processing required to provide this Service is limited solely to the determination as to whether an e-mail message should be considered and treated as SPAM. The Service does not archive, store, or otherwise collect any e-mail messages or portions thereof, except as outlined herein.
 - b. COMPANY reserves the right to change the method of electronic processing and filtering used to provide this Service without prior notice to User. COMPANY further reserves the right to disable the Service temporarily, without notice, to prevent detrimental service degradation to User and other COMPANY subscribers.
 - c. By agreeing to use the Service User acknowledge that the Service is provided on a "Best Effort" basis and agree that no SPAM / VIRUS filtering service or technology is 100% effective. User understands that User may continue to receive unsolicited messages, despite the Anti-Spam / Anti-Virus Protection Service being enabled. E-mail messages that have been determined to be SPAM will be sidelined in the Greymail e-mailbox that is provided as part of this Service. E-mail messages determined to be SPAM will be held in a Greymail e-mailbox for thirty-five (35) days before being deleted. Access to User's

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Greymail e-mailbox is provided solely through the web interface ("webmail") provided to User as part of the e-mail service. COMPANY acknowledges that from time to time legitimate e-mail messages that are not SPAM may be flagged by the Service and placed in User's Greymail e-mailbox. As such, User is highly encouraged to review the content of User's Greymail e-mailbox on an interval more frequent than thirty-five (35) days. COMPANY is not responsible for e-mail that is lost or deleted as a result of being flagged and placed in User's Greymail account and not retrieved. User understands that it is strictly User's responsibility to check the contents of User's Greymail e-mailbox in a timely manner. COMPANY is not responsible or liable for consequent actions arising from the deletion of legitimate e-mail placed in User's Greymail e-mailbox and not retrieved.

3. LIMITATION OF LIABILITY AND REMEDIES

- a. Communications from COMPANY, its' parent, subsidiary organizations, or other likewise linked entities are not considered SPAM. All communications from COMPANY to its customers are exempt from SPAM filtering.
- b. THE SERVICE PROVIDED BY THE ANTI-SPAM / ANTI-VIRUS PROTECTION SERVICE AND ITS LICENSORS IS PROVIDED ON A "BEST EFFORT", "AS IS," "WITH ALL FAULTS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF SUCH PURPOSE) AND AGAINST ERROR-FREE OR UNINTERRUPTED SERVICE.
- c. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS POLICY, COMPANY, ITS THIRD PARTY LICENSORS AND THIRD PARTY PROVIDERS, DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, THOSE ARISING FROM THE COURSE OF DEALING, COURSE OF TRADE, OR THOSE ARISING UNDER STATUTE.
- d. IN NO EVENT SHALL COMPANY, ITS THIRD PARTY LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE THE ANTI-SPAM / ANTI-VIRUS PROTECTION SERVICE.
- e. COMPANY, ITS THIRD PARTY LICENSORS AND THIRD PARTY PROVIDERS DISCLAIM ANY LIABILITY OR RESPONSIBILITY ARISING FROM ON ANY CLAIM THAT USER'S ACCESS OR USE OF THE SERVICE PROVIDED UNDER THIS POLICY INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

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4. GENERAL PROVISIONS

- a. The remedies expressly set forth in COMPANYACCESS.NET ANTI-SPAM / ANTI-VIRUS PROTECTION TERMS AND CONDITIONS are User's sole and exclusive remedies under this Acceptable Usage Policy.

III. SYSTEM PERFORMANCE

a. Broadband Services

- i. COMPANYACCESS.NET ("COMPANY") provides residential and commercial mass market customers with a choice of data plans to meet their needs. COMPANY also provides enterprise level services that are custom tailored to a specific project and individually priced based on the needs and criteria established by the Enterprise customer. COMPANY offers the following mass market services and typical speed ranges. These speeds were calculated based upon speed tests conducted to speed test servers on the COMPANY network.

1. <u>Download (Mbps)</u>	<u>Upload (Kbps)</u>	<u>Latency (ms)</u>
1.5	512	25
3	512	25
6	512	25
10	1024	25

- ii. Internet speeds within the COMPANYACCESS network may be measured by performing speed tests at the following URL:
 - a. <http://speedtest.Companyaccess.net/>
- iii. While COMPANY provisions its network and equipment to ensure that its customers can enjoy the speeds to which they subscribe, Internet speeds generally result from a "best effort" service and are dependent on a number of variables, many of which are outside the control of an Internet Service Provider. Due to these variables, COMPANY is not responsible for Internet speeds beyond its own network. Such variables include: the age and processing capability of the user's terminal device or computer; the number of applications running simultaneously; the presence of viruses or malware; whether the terminal equipment is connected to the network by wire or by wireless; the distance the data packets must travel between the user and the website; the presence of congestion on and technical configuration of any intervening networks; any gating or congestion management schemes employed by websites to limit download or upload speeds in cases where multiple users are served simultaneously. COMPANY does not guarantee that a customer will achieve the speeds set forth above at all times. Rather, the foregoing data speeds represent the best information available to COMPANY of the typical speeds a customer can expect to experience under normal operating conditions.
 - 1. Speed tests that allow customers to test the upload, download and latency performance of their broadband data services are available free of charge from a number sources. Generally, these tests are influenced by the same variables that affect Internet speed set forth above. Accordingly, the speed results would not be expected to match a test of COMPANY's network conducted under laboratory conditions. Please note, however, that all speed tests use different methodologies to calculate Internet connection speed so each of the tests would be expected to yield different results. Accordingly, each of these tests should be viewed as a helpful guide rather than as a definitive measurement of performance.

IV. NETWORK MANAGEMENT

- a. COMPANYACCESS.NET ("COMPANY") utilizes a redundant network architecture that is designed to provide users with true broadband speeds and reliability even during times of peak demand. The network has been constructed to meet projected traffic demands and is fully scalable to allow for capacity to be added to meet customer needs and to support newly developing and increasingly sophisticated applications well into the future. However, congestion can occur on any IP network, and, when it does, packets can be delayed or dropped, leading to service degradation and delays. Because core network resources are shared

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by all end users, COMPANY has implemented a traffic management policy that is designed to ensure that all users are able to utilize their fair share of network resources during periods of high demand.

- b. COMPANY employs a protocol agnostic congestion management policy that does not discriminate against particular applications. Users remain free to access the websites of their choice and run the applications of their choice consistent with the Acceptable Usage Policy "AUP" (Section II). COMPANY deploys quality of service and network management servers and software that constantly monitor aggregate network traffic levels. If a particular customer or group of customers is determined to be the source of high volume of network traffic, the traffic from that customer or group may be temporarily assigned a lower priority status. It should be noted that when a user's traffic is assigned a lower priority status, their data packets will not be delayed or dropped as long the aggregate traffic on their segment does not exceed provisioned capacity for the segment as a whole. However, in cases where demand exceeds capacity, it is possible that the data traffic of any user could be delayed.
- c. Prioritization of packets can be used for other purposes as well, such as to ensure the reliability of applications that demand real time or near real time communications such as public safety communications and, in the context of mobile data services, E-911 communications. Generally, provisioned data speeds for COMPANY's mass market services are sufficient to support such applications as Voice over IP (VoIP), gaming, web surfing, or most streaming video. However, because COMPANY's residential, mass market broadband service generally does not prioritize such traffic; it is possible that certain applications requiring real time communications may perform at less than optimal levels, especially during periods of peak network demand.
- d. COMPANY does take measures to protect its network. COMPANY does not generally interfere with or manage the use of specific protocols or ports. However, in the interests of network security, the following protocols or ports may be blocked or unavailable:

Protocol	Transport	Port	Reason for Block
DHCP	UDP	67, 68	To ensure proper IP Addressing, COMPANYACCESS does not allow customer networking devices to advertise DHCP services outside the customer's own network.
NetBios	IP	135-139	NetBios may expose system files or allow for full system access to an intruder. In addition, it is a common attack vector for viruses, worms, and other Malware.
MS Directory Services, SMB	TCP	445	Vulnerable to exploits and virus/worms such as Sasser and Nimda.
EIGRP	IP		To ensure proper routing, COMPANYACCESS does not accept routing updates from unapproved sources.
IGRP	IP		To ensure proper routing, COMPANYACCESS does not accept routing updates from unapproved sources.
OSPF	IP		To ensure proper routing, COMPANYACCESS does not accept routing updates from unapproved sources.
RIP	TCP/UDP	520	To ensure proper routing, COMPANYACCESS does not accept routing updates from unapproved sources.
BGP	TCP	179	To ensure proper routing, COMPANYACCESS does not accept routing updates from unapproved sources.

V. DEVICE ATTACHMENT POLICY

- a. With respect to fixed broadband services, users may generally attach the devices of their choice and run the applications of their choice, subject to the limitations of the terms of their service agreement and AUP. COMPANY is not responsible

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for the compatibility, suitability or functionality of any equipment that is provided by the customer or any third party, and the customer remains fully responsible for ensuring that any such equipment does not cause any harm to the network or degrade the service of other users. All users are fully responsible for securing their equipment, including wireless routers, to prevent unauthorized access to the network by third parties and will be held fully responsible for the Actions of such third parties that gain unauthorized access to the network through unsecured end user equipment.

VI. COMMERCIAL TERMS:

- a. Commercial Terms provided here include the "Internet User Agreement" (I), Minimum Terms/Early Termination Fees (II), Fair Access Policy for Wildblue (III), Changing/Cancelling services (IV), Individual Case Basis (ICB) (V), Other Terms and Conditions (VI), Internet Services and Pricing (VII), Privacy Policy (VIII), and Customer Complaint Practices (IX).

I. Internet User Agreement

a. SCOPE OF SERVICE:

- i. COMPANY will provide access to COMPANY Online dial-up, or as applicable, COMPANY BROADBAND Internet Access Service (the "Service") in accordance with the terms of this policy. The Service consists of: (a) access to the Internet, (b) a license to use Microsoft Internet Explorer, or Netscape Communicator/Netscape Navigator™, as applicable, (c) use of an electronic mail account or multiple accounts where available, (d) access to Usenet or other newsgroups, (e) optional Personal Web Space, (f) optional managed e-mail messaging with business BROADBAND and (g) if applicable, BROADBAND transport when combined with the Service.
- ii. Service may be temporarily unavailable or limited because of capacity limitations or congestion and may be temporarily interrupted or curtailed due to circuit or equipment failures, or due to modifications, upgrades, relocations, repairs, and similar activities necessary for the proper operation of the Service. COMPANY may, at anytime, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.

b. AUTHORIZED USER:

- i. User warrant that the information for User's registration with the Service is correct and complete and User agree to contact COMPANY to update User's information promptly. COMPANY will provide User with a User Identification code ("UserID") and password for each account purchased to enable User's access to the Service.
- ii. User warrant that User is eighteen years of age or older and that User is responsible for all usage of the Service and any other services accessed through the Service on User's account. User further agree that User's use of the Service will only be from the United States.
- iii. User may not use more than one IP address for each log-on session. BROADBAND customers may connect multiple computers/devices within a single location to their BROADBAND line and access the Service through a single BROADBAND account and a single IP address.
- iv. User may not resell the Service or engage in similar Activities, commercial or non-commercial, which constitute resale, use the Service for high volume or commercial purposes, or as a dedicated or quasi-dedicated line, except as noted below for BROADBAND customers, as determined by COMPANY at its sole discretion. If User's dial-up account is idle for fifteen (15) minutes, it will be subject to log-off automatically and without notice. An account session may be deemed to be idle if there appears to be no interactive, human

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generated data received from the remote user's computer system within a prescribed amount of time. Automated data is not considered interactive or human generated; automated data includes but is not limited to data generated by an automatic re-dialer, script or other program that runs on a computer system for the purpose of avoiding inactivity disconnects, and the automated checking of e-mail or "pinging" the host to maintain a constant connection. COMPANY reserves the right to audit connections electronically to enforce the above requirements. BROADBAND customers use quasi-dedicated connections and may not be subject to disconnection due to inactivity.

- v. COMPANY will issue e-mail account names based upon availability. If User surrenders User's account by changing it, terminating User's account, or because User's account is terminated for cause, COMPANY shall not be obligated to reserve User's e-mail account name or to receive or forward e-mails addressed to that account.
- c. TERM AND TERMINATION:
 - i. This Policy goes into effect upon completion of User's order and shall continue, subject to the terms of this Section 3, until terminated by either party as permitted by this Policy. Order completion occurs upon User's submission of an order for service. Billing for User's Service will automatically begin upon registration of User's account and partial months service will be pro-rated based upon the date of completion. Registration may be accomplished either by User or by COMPANY.
 - ii. Termination Provision Applicable to Month-to-Month BROADBAND and Dial-Up Customers. Either party may terminate this Policy without cause by giving notice to the other in accordance with the notice provision set forth at Paragraph 14.e below. Termination by User will be effective immediately upon User's notice to COMPANY and is subject to User's payment of the remaining balance of the charges applicable and any early termination fees to User's Service for the Service in which termination occurs. Activation or set-up fees paid at the initiation of User's BROADBAND Service are not refundable.
 - iii. Termination Provision Applicable to Customers with Contractual Service Commitments for the stated contract period. The term of service for customers shall be for the designated and consecutive months period beginning with the date of registration (the "Initial Term"), and continuing thereafter on a month-to-month basis until terminated by either party as permitted by this Policy. In the event User terminates User's Service before completing the initial term, then without limitation to any other remedy COMPANY may have, User agree to pay COMPANY upon discontinuance of the Service a termination fee as stated in the contract. The range for the termination fee ranges by product and contract from \$175.00 to \$399.00 or by the monthly recurring service multiplied by the number of months remaining in the contract. Activation or set-up fees paid at the initiation of User's Service are not refundable. If User terminates User's service at any time after the Initial Term User will be responsible for the balance of charges for the month in which User gives notice to COMPANY. Customers with a service commitment who change their Service level or location may be subject to additional charges and/or a new contract.
 - iv. Termination Provision Applicable to BROADBAND Customers. COMPANY BROADBAND Service may use telephone connections provided by another telecom vendor. Accordingly, if User changes User's

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local telephone company or User's telephone service is disconnected for any reason, COMPANY will be unable to continue BROADBAND Service and will terminate User's account and User will be responsible for associated termination and reconnection fees. Voice telephone line monthly service and installation charges are not included in the offered BROADBAND packages; these charges are itemized separately on User's telephone bill.

- v. All obligations of the parties under this Policy which, by their nature, would continue beyond the termination, cancellation or expiration of this Policy, including by way of illustration and not limitation those clauses relating to Limitation of Liability and Remedies (Section 12) and Indemnification (Section 13), shall survive such termination, cancellation or expiration.
 - vi. If, in the sole discretion of COMPANY: (a) User is in breach of any of the terms of this Policy (including all policies regarding abuse and acceptable use of the Service), (b) User's use of the Service is disruptive or causes a malfunction of the Service, or (c) COMPANY receives an order from a court of competent jurisdiction to terminate User's service, then COMPANY may terminate or suspend User's Service immediately without notice. For termination in accordance with this Section 3.f, User shall be liable for the applicable fees and/or Equipment charges set forth in Sections 3.b, 3.c or 3.d (depending on which fees or charges are applicable). The foregoing notwithstanding, COMPANY reserves the right to pursue any and all legal and equitable claims against User pertaining to User's use or misuse of the Service. COMPANY, in its sole discretion, may refuse to accept User's application for renewal or re-subscription following a termination or suspension of User's use of the Service.
 - vii. In the event there is a ruling, regulation, or order issued by a judicial, legislative or regulatory body causing COMPANY to believe that this Policy may be in conflict with such rules, regulations, and orders, COMPANY may terminate this Policy immediately without notice.
 - viii. If Service is terminated for any reason, COMPANY has the right to delete all data, files and other information stored in the account.
- d. REVISIONS:
- i. COMPANY may revise the terms and conditions of this Policy (including any of the policies which may be applicable to User's use of the Service) by posting such revisions at www.Companyaccess.net. User agrees to review the Acceptable Use Policy periodically to be aware of and review any such revisions. Increases to pricing shall be effective thirty (30) days after posting; decreases in pricing shall become effective immediately after posting; and revisions to any other terms and conditions shall be effective seven (7) days after posting. By continuing to use the Service after revisions are in effect, User accept the revisions and agree to abide by them.
- e. MANAGEMENT OF USER'S DATA:
- i. User is solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Service and to operate User's computer. User understands that BROADBAND bandwidth is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g., streaming media or downloading larger files, etc.).

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- ii. User is responsible for management of own information, including but not limited to back-up and restoration of data, erasing data from disk space, control and changing data on end equipment. User is responsible for development and maintenance of any security procedures such as logon security and encryption of data, user ID and password on router and firewalls, to protect information. COMPANY is not responsible for back-up and restoration of information. If at any time during the period user experiences the Service COMPANY provides free or for-fee software or peripheral equipment, including without limitation, client and/or network security software, User agree that User's sole right to recourse, including but not limited to damages for failure of such software to perform, is against the manufacturer of such software or peripheral equipment.

f. BILLING AND PAYMENT:

- i. COMPANY fees for Service are supplied during the ordering process and/or registration process, and as may be updated at Companyaccess.net. User is responsible for updating customer information (e.g., name, address, and telephone number) and billing information (e.g., credit card number, expiration date) with COMPANY as soon as it changes.
- ii. User agrees to pay the COMPANY charges for Service. Activation fees, installation fees, equipment charges and other non-recurring charges, if applicable, will be included in User's first month's bill. COMPANY will bill User's credit card or User's Advanced Communications Technology telephone bill, as appropriate and as subsequently approved, for Service provided under this Policy, plus all applicable taxes. Monthly recurring charges will be billed one month in advance of Service.
- iii. Service may be denied or discontinued without notice at anytime in the event:
 - 1. Services can no longer be billed through User local telephone bill
 - 2. User's Credit card is denied
 - 3. The credit card expiration date, which User gave to COMPANY, is reached without having been updated.
- iv. COMPANY is not responsible for any additional charge(s) or fee(s) applied to User's billing account, for any reason, including but not limited to, interest, insufficient credit or insufficient funds.
- v. COMPANY does not guarantee or warrant that any dialup access numbers provided will be a local call from User's location. COMPANY IS NOT RESPONSIBLE FOR ANY CHARGES, INCLUDING BUT NOT LIMITED TO, LONG DISTANCE, METERED LOCAL OR TOLL CHARGES INCURRED WHEN USER ACCESS THE SERVICE. USER SHOULD CHECK WITH COMPANY TO DETERMINE WHETHER A DIAL-UP NUMBER USER HAVE SELECTED IS A LOCAL CALL FROM USER'S LOCATION AND WHETHER ANY CHARGES APPLY.
- vi. If any portion of the bill is not paid by the due date, COMPANY may charge a late fee on unpaid balances and may also terminate Service without notice. The late fee will be the lesser of one and one-half percent (1.5 %) per month, or the highest rate permitted by law. In the event COMPANY utilizes a collection agency or resorts to legal action to recover monies due, User agree to reimburse COMPANY for all expenses incurred to recover such monies, including attorney's fees.
- vii. The waiver of any fees or charges lies solely in the discretion of COMPANY.

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g. SOFTWARE LICENSES:

- i. "Software" as used herein means software owned by COMPANY or licensed to COMPANY by its third party licensors, providers or suppliers and provided to User in conjunction with Services subject to this Policy.
- ii. COMPANY provides to User, by means of download, CD or other media, in connection with its provision of the Service, the use of Software. User may use the Software only as part of or for use with the Service and for no other purpose.
- iii. If a separate license policy accompanies or is included with User's Software, User's use of the Software is governed by the terms of that license policy ("End User License Policy"). User may not install or use any Software that is accompanied by or includes an End User License Policy unless User first agrees to the terms and conditions of the End User License Policy.
- iv. With regard to any Software, which is not accompanied by an End User License Policy, User is hereby granted a revocable, non-exclusive, non-transferable license by COMPANY or its third party licensors, providers or suppliers, to use the Software (and any corrections, updates and upgrades). User may not make any copies of the Software. User agree that the Software is the confidential information of COMPANY or its third party licensors, providers or suppliers, which User shall not disclose to others or use except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by COMPANY or its third party licensors, providers, or suppliers. User may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. User may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. User is not granted any title or rights of ownership in the Software. User acknowledge that this license is not a sale of intellectual property and that COMPANY or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
- v. COMPANY's third party licensors, providers, and suppliers do not provide any technical assistance or support with regard to the Software. COMPANY provides technical assistance and support for Software in accordance with its policies.
- vi. User license to use the Software shall remain in full force and effect unless and until terminated by COMPANY, its third party licensors, providers or suppliers, or until User Service account is terminated. Upon termination, User must cease all use of the Software and either delete the Software from User computer or return all copies of the Software to COMPANY.

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- h. PERSONAL WEB SPACE:
 - i. Personal Web Space ("PWS") may be made available to User as an optional feature of the Service.
 - ii. Additional terms and conditions applicable to PWS are covered in the COMPANY Internet Services Acceptable Use Policy ("AUP"). In the event of a breach by User of the terms and conditions applicable to PWS, COMPANY has the right to immediately terminate User PWS without notice. COMPANY has the right to delete all data, files, and other information stored on or for User PWS.
- i. E-MAIL MESSAGING:
 - i. E-mail accounts and Service may be made available to User as part of or as an optional feature of User service.
 - ii. Additional terms and conditions, where applicable, are included in the AUP. In the event of a breach by User of the terms and conditions applicable to e-mail usage, COMPANY has the right to immediately terminate User Service without notice. COMPANY has the right to delete all data, files, and other information stored on or for User EMS upon termination of User Service for any reason.
- j. ACCEPTABLE USE AND USER'S RESPONSIBILITIES
 - i. User agrees to comply with the terms set forth in the Acceptable Use Policy "AUP" (Section II.) and User's responsibilities, which is attached hereto and incorporated herein.
- k. LIMITATIONS ON USE AND WARRANTIES:
 - i. The Internet is an international computer network of both government and non-government inter-operable packet switched data networks. The Internet is not owned, operated or managed by, or in any way affiliated with COMPANY, and COMPANY is not responsible and has no control over the information or materials accessible via the Internet through use of the Service. COMPANY does not own or control all of the various facilities and communications lines through which access may be provided.
 - ii. User agree and acknowledge that through User's use of the Service, User may have access to information, which may be sexually explicit, obscene or offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18) years old. User agrees to supervise usage of the Service by any minors who use User's UserID to access the Service. COMPANY is not responsible for access by any users, User or minors, to objectionable or offensive information or data.
 - 1. User agrees that User's use of the Service and the Internet, without limitation, is User's sole responsibility, is solely at User's own risk and is subject to all applicable local, state, national and international laws and regulations.
 - iii. User agrees that the reliability, availability and performance of resources accessed through the Internet or other services connected or linked to COMPANY' Service are beyond COMPANY's control and are not in any way warranted or supported by COMPANY.
 - iv. User agrees that COMPANY cannot and does not guarantee or warrant that files available for downloading through the Service will be free of viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. User is responsible for implementing adequate procedures to satisfy User's particular requirements for accuracy of data input and output and for maintaining a means external to the Service for the reconstruction of any lost data.

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- v. User agrees that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information User transmits over the Internet. COMPANY is not responsible for invalid destinations, transmission errors, or corruption or security of User's data.
 - vi. User understands and agrees that COMPANY does not warrant the Service to be uninterrupted or error-free. User further understands and agrees that COMPANY has no control over third party networks or web sites that User may access in the course of User's use of the Service, and that delays and disruptions of other network transmissions are completely beyond the control of COMPANY. COMPANY makes no warranty regarding any transactions executed through the Service. COMPANY cannot and will not guarantee that the Service will provide Internet access that meets User's needs.
 - vii. User is not authorized to use any COMPANYACCESS.NET name or mark as a hypertext link to any COMPANY Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of COMPANY. User understands that User's ability to link to a Web site through the Service does not, in any way, represent or imply COMPANY's approval of, or its determination of the quality of that product or service. The links provided through the Service are maintained by their respective organizations, which are solely responsible for their content.
1. LIMITATION OF LIABILITY AND REMEDIES:
- i. The Service is provided on an "as is" or "as available" basis. Do not use the Service in any high risk activities where damage or injury to person, property, environment or business may result if an error occurs. User expressly assumes all risk for such use. COMPANY does not guarantee that BROADBAND service can be provisioned to User's location, or that provisioning will occur according to a specified schedule. The provisioning of COMPANY BROADBAND service is subject to circuit availability and other factors, including without limitation, loop length, the condition of User's telephone line and wiring inside User's location, and computer/device configuration and capabilities, among other factors. In the event User's line is not provisioned for any reason, neither User nor COMPANY shall have any duties or obligations under this policy (other than User's obligation to return for any COMPANY-provided equipment). COMPANY does not warrant that the service or equipment provided by COMPANY will perform at a particular speed, Bandwidth or data throughput rate, or will be uninterrupted, error-free, or secure.
 - ii. Except as otherwise specifically set forth in this Policy, and as otherwise specifically set forth in any manufacturer warranty for any equipment provided by COMPANY (but only if such warranty is included with such equipment), COMPANY, its third party licensors and third party providers, disclaim any and all warranties for the Service and COMPANY-provided equipment or software, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy, non-infringement, non-interference, title, compatibility of computer systems, integration, those arising from the course of dealing, course of trade, or those arising under statute. COMPANY does not warrant and shall not service any equipment User's provide. User is solely responsible for any damage self-provided equipment causes to User's property and to the property of COMPANY or any of its affiliates.

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- iii. In no event shall COMPANY, its third party licensors or third party providers be liable for: (A) any direct, indirect, special, consequential or incidental damages, including without limitation, lost profits or loss of revenue or damage to data arising out of the use, partial use or inability to use the Service, and any COMPANY-provided equipment provided under this policy, and with regard to any merchandise, information or service provided through the Internet or any transactions conducted on the Internet, even if COMPANY has been advised of the possibility of such damages, or (B) any claims against User by any other party.
 - iv. COMPANY, its third party licensors and third party providers disclaim any liability or responsibility arising from any claim that User's access or use of the service provided under this policy infringes any third party's intellectual property rights.
 - v. This Paragraph 12 applies to all claims by User irrespective of the cause of Action underlying User's claim, including, but not limited to: (a) breach of contract, even if in the nature of a breach of condition or a fundamental term or a fundamental breach, or (b) tort, including but not limited to COMPANY's negligence or misrepresentation.
 - vi. All limitations and disclaimers stated in Paragraph 11 above and this Paragraph 12 above also apply to COMPANY' third party licensors and third party providers as third party beneficiaries of this Policy. Any rights or limits stated herein are the maximum for which COMPANY, its third party licensors and providers are collectively responsible.
 - vii. The remedies expressly set forth in this Policy are User's sole and exclusive remedies.
- m. INDEMNIFICATION:
- i. User agrees to defend, indemnify and hold harmless COMPANY, its third party licensors and third party providers from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of this Policy by User (or any parties who use User's account, with or without User's permission, to access the Service); (b) the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by User (or any parties who use User's account, with or without User's permission, to access the Service); (c) negligent acts, errors, or omissions by User (or any parties who use User's account, with or without User's permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Policy, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the Service, software, or the Internet.
- n. GENERAL PROVISIONS:
- i. COMPANY will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, or an inability to obtain necessary equipment or services.
 - ii. COMPANY's failure at any time to insist upon strict compliance with any of the provisions of this Policy in any instance shall not be construed to be a waiver of such terms in the future.

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- iii. User agrees not to assign or otherwise transfer, this Policy in whole or in part, including the Software or User's rights or obligations under it. Any attempt to do so shall be void.
- iv. User may have additional rights under certain laws (such as consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, our exclusions or limitations may not apply.
- v. Notices required under this Policy shall be provided in accordance with the methods set forth in the policies of COMPANY or in those of any affiliate, sister or parent company. Notices by COMPANY to User shall be deemed given: (a) when sent to User's e-mail address, or (b) when deposited in the United States mail addressed to User at last-known address or (c) when hand delivered to User's home, as applicable. Notice of changes to these Terms of Service will be deemed given upon posting to the COMPANY Website set forth in Section 4, Revisions. With regard to electronic communications, User and COMPANY further agree:
 - vi. An electronic communication (e.g., 'e-mail') sent containing User's UserID establishes User as its originator and has the same effect as a document with User's written signature on it.
 - vii. An electronic communication (e.g., 'e-mail'), or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.
 - viii. If any provision of this Policy is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- ix. User agrees that the substantive laws of the State of Wyoming, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Policy. User and COMPANY consent to the exclusive personal jurisdiction of and venue of the Wyoming District Court, Fourth Judicial District, Sheridan County, Wyoming, for any suits or causes of Action connected in any way, directly or indirectly, to the subject matter of this policy or to the service.

Except as otherwise required by law, any cause of Action or claim User may have with respect to the Service must be commenced within one (1) year after the claim or cause of Action arises or such claim or cause of Action is barred.
- x. Use, duplication or disclosure by any Government entity is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is COMPANY, P.O. Box 7039, Sheridan, WY 82801.
- xi. COMPANY may from time to time automatically measure and monitor network performance and the performance of User's Internet connection in order to improve the level of Service. COMPANY does not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of COMPANY or its authorized vendors, contractors and agents. User hereby

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consents to COMPANY's monitoring of User's Internet connection and network performance, as set forth above, as they relate to the Service or other services which COMPANY may offer from time to time.

- xii. A copy of the Policy may be obtained either by telephoning COMPANY at (307) 673-0910 or (888) 304-8889 or by writing to COMPANY at: P.O. Box 7039, Sheridan, WY 82801, Attention: COMPANY Customer Service.
- xiii. This Policy, including all Attachments hereto, which is fully incorporated into this Policy, constitutes the entire policy between User and COMPANY with respect to the subject matter hereto and supersedes any and all prior or contemporaneous policies whether written or oral. This Policy may be revised by COMPANY as set forth in Paragraph 4, "Revisions", above. Any terms varying from this Policy in any order, written or electronic communication from User is void. In the event of a conflict between this Policy and any Attachments, the terms of the Attachments shall prevail.

II. MINIMUM TERMS AND EARLY TERMINATION FEES

- a. User's service order indicates whether User has agreed to a minimum service term for User's service and, if so, the number of months in the term. **USER WILL BE SUBJECT TO AN EARLY TERMINATION FEE IF USER CANCELS SERVICES BEFORE THE END OF THE MINIMUM SERVICE TERM (OR IF WE TERMINATE USER'S SERVICE EARLY FOR CAUSE UNDER THE POLICY).** The Early Termination Fee, which is noted on User's service order, ranges from \$175.00 to \$300.00 or the monthly recurring charge multiplied by the remaining months in the contract.
- b. If User's service plan does not include a minimum service term or, if it does and User reaches the end of the minimum service term, User's service term will be "month-to-month" and will not be subject to an Early Termination Fee if User cancels User's service.
- c. If User's service term is month-to-month, COMPANY can change the price of User's service by providing User at least one billing cycle's notice of the change.

III. FAIR ACCESS POLICY (as it pertains to Wildblue Internet Service, only.)

- a. Our Fair Access Policy is designed to impact the fewest customers while helping ensure the best speeds for the vast majority of our customers. WildBlue estimates that a small percent of customers account for a disproportionate share of data usage on the WildBlue network. To ensure that all WildBlue customers have equitable access to the WildBlue network, WildBlue has implemented a Fair Access Policy (or "FAP"). WildBlue sets usage thresholds on the amount of data User can upload and download within stated time periods. If User exceeds these thresholds, WildBlue will temporarily limit the speed at which User can send and receive data over the WildBlue access network. User will still be able to use the WildBlue Internet access service but User's speed will be slower. In cases of extreme and continued violation of the FAP limitations, User's service may be suspended. WildBlue may use other traffic management and prioritization tools to help ensure equitable access to the WildBlue network for all customers. User's WildBlue Internet access is not guaranteed and is subject to this FAP.
- b. Based on an analysis of typical customers, we have set a rolling 30-day limit on data usage per customer, called a Usage Threshold. As shown in the table below, this threshold varies based on the service plan User selected. For each service plan, the Usage Thresholds are significantly above the amount of data that is used by a typical customer. Every day, we measure User's upload and download data usage ("Actual Usage") to determine if User's total Actual Usage, as aggregated over the previous 30 days ("Usage Total"), exceeds the Usage Threshold for the service plan that User

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selected. At any time, User can see User's Usage Total versus User's monthly Usage Threshold under the Customer Care section at wildblue.net.

- c. We will make every effort to notify User via User's WildBlue contact email address if User's Usage Total reaches 80% or more of the Usage Threshold. If at any time User's Usage Total is above the Usage Threshold, we will reduce User's WildBlue access speeds, typically to 128 kbps in the downstream (from the Internet to User) and 28 kbps in the upstream (from User to the Internet) until User's Usage Total is 80% or less than the Usage Threshold. Once User's Usage Total reaches this level, User's access speeds will be restored to the original speed levels by the next day.
- d. User is likely to avoid any limitations imposed by the FAP if User's use is typical of the majority of Internet users and consists primarily of Web surfing and a reasonable amount of downloading. The table below shows the monthly Usage Thresholds for each plan. These limits specify the amount of data that User can upload and download before User's access speed is reduced. Please note that User's Usage Total is far more likely to exceed the Usage Thresholds below if User uses peer-to-peer file sharing programs, User uses a webcam or User downloads full length movies, large quantities of music files, full software applications or similar high-bandwidth Activities.

	WildBlue FAP Monthly Usage Thresholds		
	Value Pak	Select Pak	Pro Pak
Upload Threshold (MB) 1	2,300	3,000	5,000
Download Threshold (MB) 2	7,500	12,000	17,000

These terms and conditions state important requirements regarding User's use of WildBlue's Satellite Speed Internet service and User's relationship with WildBlue. User should read them carefully as they contain important information regarding User's rights and ours. If User does not agree to these terms and conditions, User may not use the service and, subject to the terms of User's Customer Policy, User must terminate User's service immediately. WildBlue may revise this Fair Access Policy from time to time without notice by posting a new version of this document on wildblue.com, wildblue.net or any successor URL(s). All revised copies of the Policy are effective immediately upon posting. Accordingly, customers and users of Wild Blue's Satellite Speed Internet service should regularly visit these web sites. Questions regarding this FAP and complaints of violations of it by WildBlue customers and users can be directed to WildBlue via "Help" email obtainable at wildblue.net.

IV. CHANGING OR CANCELLING SERVICE(S)

- a. If User cancels User's service, in addition to any applicable Early Termination Fee, User must pay for User's use of the service up until the date on which User cancelled, including charges for exceeding any data cap that applied to User's account, and applicable taxes.
- b. If, during the minimum service term, User decides to change to another service plan (for example, one with different rates or usage allowances) or to add additional services, such as international roaming, to User's plan, then COMPANY has the right to restart or extend the minimum service term from the beginning of the change in plan or addition of service.

V. INDIVIDUAL CASE BASIS (ICB)

- a. From time to time, COMPANY enters into Individual Case Basis (ICB) terms for service based on entrepreneurial needs. The charges for these services will be identified in the contract at the time and will not be made public.

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VI. OTHER TERMS AND CONDITIONS

- a. Other terms and conditions regarding User's services with Advanced Communications Technology can be found on our website at www.Companyaccess.net/knowledge-base.php.

VII. INTERNET SERVICES AND PRICING

Broadband Services				
Residential				
Broadband	1.5 Mbps	3 Mbps	6 Mbps	10 Mbps
With Phone	\$25.00	\$30.00	\$35.00	\$45.00
Stand-Alone	-----	\$40.00	\$45.00	\$55.00
Installation Fees	\$104.45	\$104.45	\$104.45	\$104.45
Modem	\$99.95	\$99.95	\$99.95	\$99.95
Early Termination Fees	\$300.00	\$300.00	\$300.00	\$300.00
Business				
Broadband	1.5 Mbps	3 Mbps	6 Mbps	10 Mbps
With Phone	-----	\$32.00	\$42.00	\$55.00
Stand-Alone	-----	\$40.00	\$45.00	\$55.00
Installation Fees	\$104.45	\$104.45	\$104.45	\$104.45
Modem	\$99.95	\$99.95	\$99.95	\$99.95
Early Termination Fees	\$300.00	\$300.00	\$300.00	\$300.00
WIMAX				
Broadband	1.5 Mbps	3 Mbps	6 Mbps	
Stand-Alone	\$45.00	\$55.00	\$65.00	
Installation Fees	\$399.95	\$399.95	\$399.95	
Installation fees*24 Mo Term	\$199.95	\$199.95	\$199.95	
Early Termination Fees	\$300.00	\$300.00	\$300.00	
Wildblue				
Satellite Service	512 Kbps	1 Mbps	1.5 Mbps	
Stand-Alone	\$49.95	\$69.95	\$79.95	
Equipment	\$299.00	\$299.00	\$299.00	
Installation Fees	\$179.95	\$179.95	\$179.95	
Installation fees*24 Mo Term	\$199.95	\$199.95	\$199.95	
Early Termination Fees	\$300.00	\$300.00	\$300.00	
Wireless-mobile				
Blackberry BIS Lite	\$14.99			
Blackberry Power	\$29.99			
Blackberry Corporate	\$44.99			
Unlimited Data-3 G	\$29.99			
Data Card Plans	150 MB	250MB	500MB	2000MB
Stand-Alone	\$41.99	\$51.99	\$56.99	61.99
Equipment	\$287.00	\$287.00	\$287.00	287.00
Early Termination Fees	\$175.00	\$175.00	\$175.00	175.00

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VIII. WEBSITE USER INFORMATION PRIVACY POLICY

- a. This Privacy Policy governs the manner in which Advanced Communications Technology, Inc. ("ACT") collects, uses, maintains, and discloses information collected from User (each, a "User") of the <http://actaccess.net> website ("Site"). This Privacy Policy applies to the Site and all products and services offered by ACT.
- b. Purpose: To provide guidelines and acceptance of terms for the use of ACT's website.
- c. DEFINITIONS
 - i. Customer Proprietary Network Information means information that relates to the quantity, technical configuration, type, destination, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier solely by virtue of the carrier-customer relationship; and information contained in the bill pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term does not include subscriber list information.
 - ii. Non-personal Identification Information means collection of non-personal identification information about Users whenever they interact with ACT's Site. Non-personal identification information may include the browser name, the type of computer, and technical information about Users means of connection to ACT's Site, such as the operating system and the Internet service providers utilized and other similar information.
 - iii. Personal Identification Information means collection of personal identification from Users in a variety of ways, including, but not limited to, when Users visit ACT's site, respond to a survey, fill out a form, and in connection with other activities, features or resources ACT makes available on its Site. Users may, however, visit ACT's Site anonymously. ACT will collect personal identification information from Users only if they voluntarily submit such information to ACT. Users can always refuse to supply personal identification information, except that it may prevent them from engaging in certain Site related activities.
 - iv. Pretexting means the practice of pretending to be a particular customer or other authorized person in order to obtain access to a customer's call detail or other private communications records.
 - v. Subscriber List Information means any information identifying the listed names of subscribers of a carrier and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses, or classifications; and that the carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format.
 - vi. Third Party Websites means that Users may find advertising or other content on ACT's Site that link to the sites and services of its partners, suppliers, advertisers, sponsors, licensors, and other third parties. ACT does not control the content or links that appear on these sites and is not responsible for the practices employed by websites linked to or from its Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and service may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to ACT's Site, is subject to that website's own terms and policies.

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- vii. Web Browser Cookies may be used by ACT's Site to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes tracks information about them. Users may choose to set their web browser to refuse cookies, or to alert them when cookies are being sent. If they do so, note that some part of the Site may not function properly.
- d. PRACTICE: ACT collects and uses User's personal information for the following purposes
 - i. To improve customer service. User information helps ACT to more effectively respond to customer service requests and support needs.
 - ii. To improve level of service. User information helps ACT measure and monitor network performance and the performance of Internet connections.
 - iii. To administer content, promotion, survey or other Site feature. To send Users information they agreed to receive about topics ACT thinks will be of interest to them.
 - iv. To send periodic e-mails: The e-mail address Users provide for order processing will only be used:
 - 1. To send them information and updates pertaining to their order;
 - 2. To respond to their inquiries, and/or other requests or questions;
 - 3. To send them e-mails that may include ACT news, updates, related product or service information, etc. if they opt-in to ACT's mailing list.
 - 4. It should be noted that that if at any time the User would like to unsubscribe from receiving future e-mails, ACT provides detailed unsubscribe instructions at the bottom of each e-mail. The User may also elect to contact ACT via its Site to unsubscribe from receiving future e-mails.
 - v. How ACT Protects User Information: ACT adopts appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of User personal information, username, password, transaction information and data stored on ACT's Site.
 - vi. Sharing User Personal Identification Information: ACT does not sell, trade, or rent User's personal identification information to others. ACT may share generic aggregated demographic information not linked to any personal identification information regarding visitors and Users with our business partners, trusted affiliates, and advertisers for the purposes outlined above under "How ACT Uses Collected Information".
 - vii. Sharing User Non-Personal Identification Information: ACT may collect non-personal identification information about Users whenever they interact with its Site. ACT may from time to time automatically measure and monitor network performance and the performance of Internet connections in order to improve the level of service. ACT does not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of ACT or its authorized vendors, contractors, and agents.
 - viii. Third Party Websites: Users may find advertising or other content on ACT's Site that link to the sites and services of its partners, suppliers, advertisers, sponsors, licensors, and other third parties. The sites and services are subject to that website's own terms and policies as noted in the 'Definitions' section of this policy.

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- ix. Customer Proprietary Network Information Customer Proprietary Network Information ('CPNI') does not include Subscriber List Information as noted in the 'Definitions' section of this policy. ACT considers the personal information contained in its business records to be confidential. ACT has chosen to not use CPNI data to specifically target customers that may benefit directly from ACT or affiliate products or services. ACT also does not seek to use this information to tailor service offerings to fulfill unique customer needs.
 - 1. ACT has employed procedures and safeguards in order to achieve reasonable measures designed to discover and protect against pretexting. For customer-initiated telephone inquiries, a correct password that matches what is on file will be required before information may be provided. If the customer does not provide the correct password, ACT will only release the requested data by calling the number of record or mailing the information to the address of record for the account. For in-person visits to ACT's business office, ACT requires that the customer present valid photo identification. For online access to customer records, a password is required.
- x. Changes to Website User Privacy Policy: ACT has the discretion to update this privacy policy at any time. When it does, ACT will note the revision date on the policy. Users are encouraged to frequently check ACT's Website User Information Privacy Policy for any changes/modifications to stay informed about what ACT is doing to protect the personal information it collects.
- xi. Acceptance of Terms: The User signifies acceptance of this policy by using ACT's Site. Continued use of the Site following posting of changes/modifications to the policy will be deemed as acceptance of those changes/modifications by the User.
 - 1. Contacting ACT: If the User has any questions about the Website User Information Privacy Policy, the practices of ACT's Site, or their dealings with this Site, they may contact ACT at:
 - 2. Advanced Communications Technology, Inc.
<http://actaccess.net>
290 North Brooks St.
PO Box 7039
Sheridan, WY 82801
307-673-0910

e. RESPONSIBILITY

- i. ACT treats customer privacy as a serious issue. ACT is proud of its long history of reliable, trustworthy service and is vigilant in the steps that will be taken to ensure customer privacy.
 - 1. The Supervisor will ensure that employees receive the proper training and proper implementation of the policy.
 - 2. The Director of Government Relations and Regulatory Affairs is responsible to notify management of federal changes concerning issues related to this policy.
 - 3. The General Manager is responsible for advising and assisting the Supervisor as required.
 - 4. Employees are responsible for ensuring compliance to rules established when collecting, using, maintaining or disclosing information collected from Website Users.

ADVANCED COMMUNICATIONS TECHNOLOGY, INC.
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IX. CUSTOMER COMPLAINT PRACTICES (REDRESS)

- a. If User is an end user, (any individual or entity that uses a broadband Internet access service) or an Edge Provider (any content, application, service, and device provider) and User or Edge Provider have questions or need to file a complaint about User's or Edge Providers product or service as related to COMPANY's internet services, User or Edge Provider should contact customer service at Advanced Communications Technology, Inc.
- b. Customer Service will enter a trouble on the information and examples provided and research the issue or concern to identify any issues. COMPANY will then follow up with the User on the resolution or identification of the issue.
- c. COMPANY Customer Service can be reached:
 - i. Mail or Customer Service Location:
 1. Advanced Communications Technology, Inc.
290 North Brooks St.
PO Box 7039
Sheridan, WY 82801
 - ii. E-mail:
 1. customerservice@actaccess.net
 2. www.actaccess.net
 3. rusk@acthq.net
 - iii. Phone:
 1. 307-673-0910
 2. 888-304-8889