

**INFOSTRUCTURE, INC. D/B/A CLICK1.NET**  
**GENERAL COMMERCIAL TERMS AND CONDITIONS OF SERVICE**

The following are the terms and conditions (the "Agreement") that govern the relationship between [Company] ("Company," or "Customer") and the Infostructure, Inc. d/b/a Click1.net that operates the cable system in Company's area ("Infostructure, "we," "us" or "our". If Company receive data or Internet services, Company will be bound to the Broadband Internet Service Terms and Conditions of Service, including without limitation the Acceptable Use Policy, which shall supplement, and control over any contradictory terms in, this Agreement.

Each video, data, internet or other service provided by Infostructure entity is a "Service," and, collectively, are the "Services." The Services are also subject to the Annual Notice provided by Infostructure each year, which contains, among other things, Infostructure's Privacy Policy.

Company's signature on the work order and/or use of the Services constitutes Company's agreement to the terms and conditions set forth herein. We may change our prices, fees, the Services and/or the terms and conditions of this Agreement in the future, and will provide Company notice of any such changes. Company's continued use of the Services after notice of the change shall constitute Company's acknowledgement and acceptance of the changes.

1. **Subscription and Payment.** Company is subscribing to Services as set forth on its work order, or as ordered over the telephone, or online. Company agrees to pay the monthly service fees and related charges for the Services.
2. **Payment.** Company agrees to pay for all Services provided to Company by us including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided and all applicable local, state or federal fees, taxes, surcharges and other fees that are imposed or permitted by governmental or quasi-governmental bodies for the sale, installation, use or provision of the Service or Equipment. Monthly recurring charges are billed in advance and non-recurring charges are billed in arrears. All charges are due upon receipt of bill or by date specified on the billing statement for each period. If Company intends to dispute a charge or request a billing credit, Company must contact us within thirty (30) days of the date of the bill; otherwise, such dispute or credit is waived. Company may not amend or modify this Agreement. Any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by Infostructure shall have no legal effect.
3. **Late/Other Charges.** Company understands that we may impose an administrative late fee for each month's charges not paid when due. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including late charge, before service is restored. If Company has not paid amounts due within thirty (30) days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, Company agreed to pay to us, in addition to other amounts due, all reasonable agency and attorneys' fees that we incur, including without limitation, court costs.
4. **Additional Fees.** In addition to Company's monthly recurring charges and any administrative fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. If Company cancels, terminates, or downgrades the Service before the completion of any promotional term to which Company agreed ("Initial Term"), Company agrees to pay Infostructure an early cancellation fee of up to two hundred dollars (\$200.00) plus all outstanding charges for all Services used and Equipment purchased for which Company has not paid us prior

term to which Company agreed (“Initial Term”), Company agrees to pay Infostructure an early cancellation fee of up to two hundred dollars (\$200.00) plus all outstanding charges for all Services used and Equipment purchased for which Company has not paid us prior to termination. Early cancellation fees or any other fees may automatically be charged to Company’s account and Company’s credit or debit card provided to Infostructure.

5. **Ownership of Equipment.** “Equipment” includes all Equipment installed in or on Company’s premises by us including, without limitation, digital cable boxes, digital video recorder (“DVR”) boxes, set-top boxes, cable modems, digital subscriber line (“DSL”) modems, wiring, remote controls, house mounted security enclosures, and any other Equipment owned by Infostructure or leased to Company for the Services under this or another Agreement or order between Infostructure and Customer. The Equipment shall remain Infostructure’s sole and exclusive property.
6. **Tampering/Misuse/Lost/Stolen.** Company shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from Company’s premises and used in another location. Company is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Company’s possession, Company shall be liable for the cost of repair or replacement of the Equipment. Infostructure reserves its rights to charge up to five hundred dollars (\$500) per unreturned Equipment at the termination of Company’s Service.
7. **Termination of Service.** Upon termination of Service for any reason, Company agrees to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Infostructure. If Company fails to return any Equipment, Company shall pay us the replacement cost of the Equipment.
8. **Changes in Services, Equipment and Charges.** We may change our Services, Equipment and charges, including deleting Services, with or without notice. Company acknowledges that the content, programs, or formats of the Services may be discontinued, modified or changed by the owners of the services at any time without prior notice.
9. **Transfer of Account or Change of Residence.** Company may not assign or transfer Company’s obligations or rights related to the Equipment or Services, including to a new address, without our express written consent.
10. **Service and Repairs.** We will make reasonable efforts to maintain our cable system and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by misuse, insect infestation, spillage, or neglect is Company’s sole responsibility and Company must pay us for the cost of repair or replacement.
11. **Access on Premises.** Company grants us a permanent easement on Company’s premises to construct, install, maintain, inspect and/or replace our outlets, cable television transmission lines and all other Equipment necessary to provide Services.
12. **Customer’s Equipment.** We shall have no responsibility for the operation, maintenance or repair of any equipment owned by Company, including but not limited to televisions, VCRs, audio receivers, converter boxes and other devices.
13. **Service Interruptions.** If Company loses Service for twenty-four (24) consecutive hours or more, as Company’s sole and exclusive remedy, Company is entitled to a prorated credit upon request. To qualify for an adjustment, Company must request a credit within thirty (30) days of the failure. We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming.

limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming.

14. **Termination by Customer.** Company may terminate Service by providing us at least seven (7) days advanced notice. Account holders are liable for all Services rendered by us up to the time the account has been de-activated and we have received all Equipment.
15. **Compliance with Agreement.** We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.
16. **Notifications.** Company acknowledges receipt of a Cable Privacy Notification as required by federal law.
17. **WARRANTY DISCLAIMER.** OUR EQUIPMENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY US, OUR OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. COMPANY ACKNOWLEDGES THAT COMPANY HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES BY INFOSTRUCTURE, WRITTEN OR ORAL, OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. WE DO NOT WARRANT THAT THE EQUIPMENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
18. **CUSTOMER INDEMNIFICATION.** COMPANY AGREES THAT COMPANY SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS INFOSTRUCTURE AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) (COLLECTIVELY, THE "INFOSTRUCTURE GROUP") AND SHALL REIMBURSE THE INFOSTRUCTURE GROUP FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF: (i) COMPANY'S USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM COMPANY'S USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) COMPANY'S BREACH OF ANY PROVISION OF THIS AGREEMENT.
19. **LIMITATIONS ON LIABILITY.** IN NO EVENT SHALL THE INFOSTRUCTURE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE EQUIPMENT, THE SERVICES, OR COMPANY'S USE OF OR INABILITY TO USE THE FOREGOING, INCLUDING LOST BUSINESS OR PROFITS, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF INFORMATION OR DATA, OR COST OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES. THE TOTAL CUMULATIVE LIABILITY OF THE INFOSTRUCTURE GROUP ARISING OUT OF AND RELATED TO THIS AGREEMENT, THE EQUIPMENT, THE SERVICES, AND COMPANY'S USE OF OR INABILITY TO USE THE FOREGOING SHALL NOT,

CUMULATIVE LIABILITY OF THE INFOSTRUCTURE GROUP ARISING OUT OF AND RELATED TO THIS AGREEMENT, THE EQUIPMENT, THE SERVICES, AND COMPANY'S USE OF OR INABILITY TO USE THE FOREGOING SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED THE LESSER OF: (A) THE FEES PAID BY CUSTOMER TO INFOSTRUCTURE IN RESPECT OF THE EQUIPMENT AND SERVICES GIVING RISE TO THE CLAIM(S); OR (B) THE TOTAL FEES PAID BY CUSTOMER TO INFOSTRUCTURE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, INDEMNITY OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

## 20. **BINDING ARBITRATION**

- (a) **Purpose.** If Company has a Dispute (as defined below) with Infostructure, Company or Infostructure may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means Company will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.
- (b) **Definitions.** The term "Dispute" means any dispute, claim, or controversy between Company and Infostructure regarding any aspect of Company's relationship with Infostructure, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Infostructure" means Infostructure and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.
- (c) **RIGHT TO OPT OUT.** IF COMPANY DOES NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, COMPANY MUST NOTIFY INFOSTRUCTURE IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT COMPANY FIRST RECEIVES THIS AGREEMENT BY VISITING [webpage for opt-out], OR BY MAIL TO CLICK1.NET P.O. BOX 408, HUMBOLDT, TN 38343, ATTN: ARBITRATION. COMPANY'S WRITTEN NOTIFICATION TO INFOSTRUCTURE MUST INCLUDE COMPANY'S NAME, ADDRESS, AND INFOSTRUCTURE ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT COMPANY DOES NOT WISH TO RESOLVE DISPUTES WITH INFOSTRUCTURE THROUGH ARBITRATION. COMPANY'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON COMPANY'S RELATIONSHIP WITH INFOSTRUCTURE OR THE DELIVERY OF SERVICE(S) TO COMPANY BY INFOSTRUCTURE. IF COMPANY HAS PREVIOUSLY NOTIFIED INFOSTRUCTURE OF COMPANY'S DECISION TO OPT OUT OF ARBITRATION, COMPANY NEED NOT DO SO AGAIN.
- (d) **Initiation of Arbitration Proceeding/Selection of Arbitrator.** If Company or Infostructure elect to resolve Company's Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, [www.adr.org](http://www.adr.org) under the Commercial Arbitration Rules of the American Arbitration Association "AAA".

- (e) **Arbitration Procedures.** Because the Service(s) provided to Company by Infostructure concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. Applicable federal law or the law of the state where Company receives the Service from Infostructure may apply to and govern the substance of any Disputes. No state statutes pertaining to arbitration shall be applicable under this Arbitration Provision. If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Company's dispute with Infostructure. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed.

The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

**(F) RESTRICTIONS:**

1. COMPANY MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES) ABOUT WHICH COMPANY MUST CONTACT INFOSTRUCTURE WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 2 OF THIS AGREEMENT, OR COMPANY WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.
2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS OR OTHER PERSONS.

- (g) **Location of Arbitration.** The arbitration will take place at a location convenient to Company in the area where Company receive the service from us.

- (H) **PAYMENT OF ARBITRATION FEES AND COSTS.** INFOSTRUCTURE WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON COMPANY'S WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. COMPANY IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT COMPANY INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN

ALL ADDITIONAL COSTS THAT COMPANY INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN INFOSTRUCTURE'S FAVOR, COMPANY SHALL REIMBURSE INFOSTRUCTURE FOR THE FEES AND COSTS ADVANCED TO COMPANY ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN COMPANY'S FAVOR, COMPANY WILL NOT BE REQUIRED TO REIMBURSE INFOSTRUCTURE FOR ANY OF THE FEES AND COSTS ADVANCED BY INFOSTRUCTURE. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, INFOSTRUCTURE WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

- (i) **Severability.** If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court. If this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, Company and Infostructure have each agreed to waive, to the fullest extent allowed by law, any trial by jury.
  
- (J) **EXCLUSIONS FROM ARBITRATION.** COMPANY AND INFOSTRUCTURE AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY COMPANY OR BY INFOSTRUCTURE THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN INFOSTRUCTURE AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE OR LOCAL LAW TO GRANT A FRANCHISE 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.
  
- (k) **Continuation.** This Arbitration Provision shall survive the termination of Company's Service(s) with Infostructure for any reason.

## 21. **Special Provisions Regarding Internet Services.**

- (a) COMPANY UNDERSTANDS AND AGREES THAT INFOSTRUCTURE DOES NOT GUARANTEE ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE INFOSTRUCTURE NETWORK OR THAT ANY SPEED OR THROUGHPUT OF COMPANY'S CONNECTION TO THE INFOSTRUCTURE NETWORK WILL BE AVAILABLE TO COMPANY. Company understands and agrees that the speed of the Service provided at Company's site will vary depending upon a number of factors, including Company's computer system(s) and associated equipment, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Infostructure's control, and system failures, modifications, upgrades and repairs.
  
- (b) Company understands that Infostructure may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Infostructure's Acceptable Use Policy. These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and managing network resources through

efficiently manage its networks and to ensure compliance with Infostructure's Acceptable Use Policy. These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and managing network resources through techniques such as limiting the number of peer-to-peer sessions a customer can conduct at the same time, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups, and such other network management tools and practices as Infostructure may from time to time determine appropriate.

- (c) Company further understands and agrees that, to allocate bandwidth across all of its users, Infostructure may employ traffic-management technology, including but not limited to packet-reset technology, which technology may materially slow the uploading of certain files.

- 22. Monitoring.** Infostructure has no obligation to monitor content; however, Company agrees that Infostructure has the right to monitor content and Company's use of the Services, and to disclose any information as permitted or required by any law, regulation, or governmental request, or to protect us or our other customers.

**INFOSTRUCTURE, INC. D/B/A CLICK1.NET  
BROADBAND INTERNET SERVICE  
COMMERCIAL SUBSCRIPTION AND SERVICE AGREEMENT**

The Company named on the General Commercial Terms and Conditions ("Company," "Customer") and Infostructure agree that the terms and conditions on the General Commercial Terms and Conditions and these terms and conditions constitute the agreement (the "Agreement") for the provision of the Services selected by Company and designated on a Service Order. The terms and conditions in the General Terms and Conditions of Service are applicable to all Services.

By signing below, I, on behalf of [\_\_\_\_], ("Company") agree to the following:

- 1. Subscription and Payment.** Company is subscribing to Infostructure Broadband Internet Service ("Service"), and agrees to pay the monthly service fees and related charges for the Service.
- 2. Agreement Term.** This Agreement shall terminate upon the lawful termination of the final existing service order entered into under this Agreement.
- 3. Terms and Conditions, Acceptable Use Policy.** Company agrees to the Commercial Terms and Conditions of Service and the Acceptable Use Policy applicable to the Service as posted at <http://www.click1.net/customer-care.html>. Company agrees that its use of the Service remains subject to Company's compliance with the Commercial Terms and Conditions of Service and Acceptable Use Policy.
- 4. Payment Terms; Late Payments.** Charges are billed monthly in advance, must be paid in full each month, and are subject to change on reasonable notice. Late payments will be subject to interest and late payment charges. Failure to pay all charges in full when due may result in suspension or termination of service. Company agrees to pay a reconnection fee for reconnection of service. If Company disagrees with the amount of any invoice, it must notify Infostructure within 45 days of the receipt of the invoice, or Company waives any claim related to the invoice.
- 5. Access to premises.** Company must provide Infostructure employees with reasonable access to the premises to install, inspect, repair, maintain, or remove the Service and any Infostructure equipment.
- 6. Termination of Service.** Company may terminate Service at any time by notifying Infostructure. Infostructure may terminate Service at any time for any reason by providing 30 days advance notice. An early termination fee of \$100 will be charged if

- 6. Termination of Service.** Company may terminate Service at any time by notifying Infostructure. Infostructure may terminate Service at any time for any reason by providing 30 days advance notice. An early termination fee of \$100 will be charged if Company disconnect service while under the contracted agreement. After the term of the agreement, the agreement will automatically be on a month to month basis. Infostructure may terminate Service immediately for violation of this agreement, the Commercial Terms and Conditions of Service, or Acceptable Use Policy. Upon termination of Service, Company must: (i) return Infostructure equipment to Infostructure with 5 days; or (ii) notify Infostructure to pick up any equipment belonging to Infostructure. If Company fails to return Infostructure equipment for any reason (including theft or destruction), Company must pay Infostructure liquidated damages of \$150.00 for equipment not returned. Upon termination of this Service, Infostructure is authorized to delete all files, programs, data, e-mail messages, and other materials associated with the account.
- 7. Company warranties.** Company represents and warrants that it has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein. Company warrants that it is legally empowered to authorize Infostructure to enter upon the property where the computers are located for the purpose of: (a) placing Infostructure transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing any additional equipment necessary to connect to and use Infostructure's broadband Internet service.
- 8. Speed.** Infostructure makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed.
- 9. Fraudulent Use of Services.** Company is responsible for all charges attributable to Company with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. Infostructure may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Company. Infostructure reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Company.
- 10. Information Provided to Third Parties.** Infostructure is not responsible for any information provided by Company to third parties. Company assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.
- 11. Resale.** Company may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.
- 12. Use Policies.** Company agrees to ensure that all uses of the Infostructure Equipment and/or the Services installed at its premises ("use") are legal and appropriate. Specifically, Company agrees to ensure that all uses by it or by any other person ("user"), whether authorized by Company or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Infostructure reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Company or users, if Infostructure (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Infostructure's ability to provide the Services to Company or others, or (iii) reasonably believes that such use or information may violate any laws, Effective regulations, or written and electronic instructions for use.
- 13. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** INFOSTRUCTURE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT



13. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** INFOSTRUCTURE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY INFOSTRUCTURE, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. NEITHER INFOSTRUCTURE NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.
14. **INDEMNIFICATION OF INFOSTRUCTURE.** THE COMPANY AGREES THAT IT SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS INFOSTRUCTURE AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF: (i) COMPANY'S USE OF THE SERVICE OR INFOSTRUCTURE EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM COMPANY'S USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) COMPANY BREACH OF ANY PROVISION OF THIS AGREEMENT.
15. **Entire Agreement.** This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between Infostructure and you for the subject matter hereof. Only Infostructure may make modifications to this document. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.
16. **Acknowledgement.** I, on behalf of Company, have read and understand the terms and conditions of this Agreement and agree to be bound by it.

\_\_\_\_\_

Name:

Address:

Date: