

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY.

BY USING THESE SERVICES, YOU ACKNOWLEDGE THAT YOU ARE AN ADULT (18 YEARS OR OLDER) AND YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN EFFECT AND AS UPDATED FROM TIME TO TIME BY GOGEBICRANGE.NET, LLC.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, GOGEBICRANGE.NET, LLC WILL BE UNDER NO OBLIGATION TO PROVIDE YOU WITH THE SERVICES.

THE TERMS AND CONDITIONS ARE SUBJECT TO REVISION FROM TIME TO TIME. THE LATEST VERSION OF THE TERMS AND CONDITIONS MAY BE FOUND AT www.gogebicrange.net FOR PURPOSES OF THE TERMS AND CONDITIONS, YOU WILL BE REFERRED TO AS THE “CUSTOMER.”

Terms and Conditions:

1. Definitions: Customer’s request for wireless service and subsequent use hereby provides Confirmation and Acknowledgment of the Terms and Conditions of this agreement for Internet Service with GogebicRange.net, LLC. Your acceptance of such order, including acceptance of all of the terms and conditions (“Terms and Conditions”) set forth below, and will authorize GOGEBICRANGE.NET, LLC to provide you with the Services (as defined below).

2. Installation and Equipment: You hereby authorize GOGEBICRANGE.NET, LLC and /or its authorized contractors to install antenna, transceivers, wiring and other equipment (the Equipment”) at your home or office (the “Premises”) necessary to provide the Services, and that all installations have been approved by property owner or other governing authority. GOGEBICRANGE.NET, LLC will not be liable for any alterations to the Premises that result from the installation or removal of the Equipment, including, but not limited to, holes in walls, cable wiring or antenna mounting brackets. You agree to allow GOGEBICRANGE.NET, LLC or its contractors access to the Premises to perform installation, repair, maintenance or removal of the Equipment.

3. Service: You agree to purchase Internet access services (“Services”) from GOGEBICRANGE.NET, LLC. You shall be responsible for obtaining and maintaining any equipment needed to access, connect to, or use the Services. You shall be responsible for insuring that such equipment is compatible with the Services. Services provided by GOGEBICRANGE.NET, LLC are for the sole use of you, the Customer, and not for resale of any kind without prior written consent of GOGEBICRANGE.NET, LLC, which may be given at its sole discretion. In the event you attempt to resell the Services, GOGEBICRANGE.NET, LLC may, at its sole discretion, increase the fees associated with the Services, or terminate the Services.

4. Term of Agreement: This agreement has no initial term and is understood to continue on a month-to-month basis. At any time, either party may terminate this Agreement, effective at the end of any monthly term, upon written notice. The term begins after GOGEBICRANGE.NET, LLC has received a request for service and has installed Customer Premises Equipment (the “Equipment”). If GOGEBICRANGE.NET, LLC cannot successfully deliver the Service, this contract is implicitly terminated without penalty or cost. GOGEBICRANGE.NET, LLC retains the right to recover all Equipment provided but is under no obligation to do so. You agree to cooperate with such recovery during normal business hours.

5. Rates and Payment Terms: The rates for Internet or VOIP service (“Rates”) are set forth at www.gogebicrange.net and are billed monthly in advance and are due within ten days of receipt of electronic or postal billing. The Rates may be changed by GOGEBICRANGE.NET, LLC at any time by giving you written or e-mailed notice of the new Rates at least thirty (30) days before their effective date. In addition to the Rates, GOGEBICRANGE.NET LLC will bill you for all federal, state, county, and local taxes, surcharges, fees, and universal service contributions that may apply. Charges for the Services will begin when the Services are installed. Payments for Services will be made automatically through monthly checking draft (ACH) unless you have been approved for paper billing. Paper Billing requires an administration fee of \$5.00 per month to be added to your account. You may pre-pay by check or money order if you prefer. You must keep GOGEBICRANGE.NET, LLC informed of any changes in your bank account information, or you will be in default under this agreement.

6. Default and Remedies: You will be considered in Default of the Agreement if:

Payment for any Service has not been made within ten (10) days after GOGEBICRANGE.NET, LLC has sent you a notice via e-mail or USPS that such payment is overdue or;

For any other breach of this Agreement that is not remedied within ten (10) days after notice of such breach, or for any breach of the current GOGEBICRANGE.NET, LLC “Acceptable Use Policy” (AUP) for VOIP telephone or Internet Access Service.

7. Termination Charges: For month-to month agreements there are no termination charges so long as the Equipment is returned in good working order.

8. Limited Warranty: Wireless Service: GOGEBICRANGE.NET, LLC warrants that, subject to the limitations set forth below, the Wireless service will operate in substantial accordance with the terms of this Agreement. The limitations include:

8.1 Quality of Service: You understand and acknowledge that the actual transmission speeds may vary from the transmission speeds that you might otherwise expect, due to such factors as the line-of-sight (LOS), distance to transceiver, and other operation characteristics of the facilities and equipment used in the Service. It is possible that there may be other operational impediments that may preclude or delay the actual installation, repair and maintenance of Wireless Services to your Premises. GOGEBICRANGE.NET, LLC reserves the right to terminate this Agreement without liability to you if GOGEBICRANGE.NET, LLC is not able to provide, repair or maintain Wireless Services to your Premises. GOGEBICRANGE.NET, LLC

will use commercially reasonable efforts to provide installation, repair, and maintenance of services. If you experience a substantial reduction in transmission speed or significant interruption of service, please notify GOGEBICRANGE.NET, LLC and we will undertake commercially reasonable efforts to restore the Wireless service. GOGEBICRANGE.NET, LLC will not be responsible for service issues relating to your computer, network or software.

8.2 Limitations: The limited warranty shall not apply if:

GOGEBICRANGE.NET, LLC Equipment has been subjected to unusual physical or electrical stress, misuse, neglect, accident or abuse, or damaged by any other external causes;

The Wireless Service or related Equipment has been installed, repaired or altered by anyone other than GOGEBICRANGE.NET, LLC technical support or its subcontractors or affiliates, without prior written approval; or;

The Wireless Service or related Equipment is used in violation of applicable law or in violation of instruction furnished by GOGEBICRANGE.NET, LLC, if any.

8.3 Warranties: The foregoing limited warranties shall be in lieu of and shall exclude all other express or implied warranties, including without limitation, warranties of merchantability, and fitness for a particular use or purpose.

9. Use of Services: Customer agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Customer further agrees to adhere to GOGEBICRANGE.NET, LLC's "Acceptable Use Policy" ("AUP") as set forth on GOGEBICRANGE.NET, LLC's web site at www.gogebicrange.net. Transmission of any material in violation of federal or state law or regulation, including, but not limited to any copyrighted material, material protected by a trade secret, or materials or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited. You are responsible for all security for your personal network, computers, files, programs, transmissions, etc. GOGEBICRANGE.NET, LLC, its affiliates and contractors will not be liable for any security breaches on your system nor for any indirect, incidental, special, exemplary, punitive or consequential damages of any nature.

10. Indemnity: You agree to indemnify, defend and hold GOGEBICRANGE.NET, LLC, its affiliates and subcontractors harmless from any claims made by third parties arising out of the use of the Equipment and/or Services by you or any user of your account, including the placement or transmission of any message, information, software or other materials on the Internet.

11. Limitation of Liability:

11.1 ANY LIABILITY OF GOGEBICRANGE.NET, LLC ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE

DAMAGES AND NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES, LOSS OF USE, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS) IRRESPECTIVE OF WHETHER THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES.

11.2 NOTWITHSTANDING THE FOREGOING, GOGEBICRANGE.NET, LLC'S TOTAL LIABILITY TO ANYONE UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT THAT YOU WOULD HAVE PAID GOGEBICRANGE.NET, LLC UNDER THIS AGREEMENT DURING THE PERIOD OF TIME THAT SUCH LIABILITY WAS INCURRED, OR TWO HUNDRED DOLLARS (\$200.00) WHICHEVER IS LESS.

11.3 YOU ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING THE PRICES FOR SERVICE UNDER THIS AGREEMENT.

12. Force Majeure: GOGEBICRANGE.NET, LLC will not be responsible for any failure to perform any obligation or provide any Services hereunder because of any act of nature, strikes, work stoppage, equipment or facilities shortages, governmental acts, directives or abuse, war, riot or civil commotion, or any other force beyond GOGEBICRANGE.NET, LLC's immediate and reasonable control.

13. Entire Agreement; Amendments in Writing; Severability: This Agreement, which includes all Attachments and Schedules referenced herein, if any, constitutes the entire Agreement between parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. Any changes to this Agreement, or any amendment or supplement to the Agreement must be in writing and signed by GOGEBICRANGE.NET, LLC to be enforceable. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the original intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The limitations on liability and indemnification inure to the benefit of and apply to any successor to GOGEBICRANGE.NET, LLC's business by way of merger, purchase of assets, operation of law and to any GOGEBICRANGE.NET, LLC subcontractor.

14. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be held in Gogebic County, Michigan by a single arbitrator who has special knowledge of the industry or technology involved in the dispute.