



INTERNET SERVICE PROVIDER AGREEMENT

This Agreement is entered into on the day the Service is activated by the undersigned (the "User") and PNC Valley Internet (the "Provider").

1. The Service: Subject to the terms of this agreement, Provider grants to User a limited, personal, non-transferable, and non-exclusive right to use the Internet service (the "Service") during the term of this Agreement. User's use of the Services shall be in accordance with this Agreement and Provider's Acceptable Use Policy which is made a part of this Agreement. User is responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the Service. Nothing in this Agreement grants or transfers to you any ownership rights in the Service, including the software and other intellectual property rights related to the Service.

2. Payment: For access to and use of the Service, User agrees to pay the fee amounts set forth in the applicable Plan Description which is further described in PNC Valley Internet's Order Form. The basic fee shall be charged to User whether User uses the Service or not. User is responsible for any taxes, including personal property taxes or sales taxes resulting from User's use of the Service.

3. Term and Termination: The term ("Term") of this Agreement shall commence upon acceptance of this Agreement and shall continue on a month to month basis. You may terminate this Agreement upon Provider's failure to cure an ongoing, material breach of this Agreement within thirty (30) days after giving Provider written notice of such material breach. Provider may at any time and without advance notice modify or restrict User's use of the Service if Provider determines, in its sole discretion, that User's use of the Service: 1) violates the Acceptable Use Policy; 2) violates any laws, regulations, court orders, or other governmental requests or order which requires immediate action; 3) violates any intellectual property rights of Provider or a third party; 4) is disruptive or causes a malfunction of the Service; or 5) may expose Provider to potential legal liability. If User does not correct the violation within ten (10) days thereafter, Provider may terminate this Agreement. Provider may suspend or in its sole option terminate the Agreement if User fails to timely pay any amounts required under this Agreement.

4. No Resell: User use of the Service is limited to User's household. User may not resell, and/or otherwise extend the Service via wires and/or wireless or other means to other users outside of the User's immediate household. Rental units attached and/or not attached to the User's main house are considered a separate household and require that a separate Service be established with the Provider. If User deploys a personal wireless network that is connected to the Service, User must secure such network so as to prevent others from accessing it. User may provide access to the wireless network to members of the User's household, and/or visiting friends and family.

5. Voice Over IP: PNC operates the Service in rural conditions, and as such the Service could be subject to extended outages that could last days or weeks. **WHILE PNC DOES NOT PROHIBIT THE USE OF INTERNET TELEPHONY (VOIP,) SUCH SERVICE CANNOT BE USED EXCLUSIVELY AND SHOULD NOT BE RELIED UPON FOR 911 SERVICES.**

6. Disclaimer of Warranties: THE SERVICE IS PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. PROVIDER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR ANY RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER OF ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. USER IS ENTIRELY RESPONSIBLE FOR AND ASSUMES ALL RISK FOR THE USE OF THE SERVICE. USER SHOULD NOT USE THE SERVICE IN HIGH-RISK ACTIVITIES WHERE SUBSTANTIAL DAMAGE COULD RESULT IF AN ERROR OCCURRED. PROVIDER DOES NOT WARRANT OR REPRESENT THAT IT'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF OR IMPROPER ACCESS TO YOUR DATA. PROVIDER IS



NOT RESPONSIBLE FOR TRANSMISSION ERRORS OR CORRUPTION OR SECURITY OF INFORMATION CARRIED OVER OR THROUGH TELECOMMUNICATIONS LINES OR OTHER TELECOMMUNICATIONS TECHNOLOGY.

7. Limitation of Liability: IN NO EVENT SHALL PROVIDER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSSES OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING FOR INTELLECTUAL PROPERTY INFRINGEMENT), EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF PROVIDER TO USER FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID BY USER TO PROVIDER IN THE THREE (3) MONTHS PRIOR TO THE EVENT CAUSING LIABILITY.

8. Uncensored Information: USER UNDERSTANDS THAT CONTENT AND MATERIALS ON THE INTERNET ARE CREATED AND MAINTAINED BY THIRD PARTIES AND THAT PORTIONS OF SUCH MATERIALS MAY BE SEXUALLY EXPLICIT, OBSCENE, OFFENSIVE, OR ILLEGAL. IN NO EVENT SHALL PROVIDER BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY MATERIALS FROM THIRD PARTIES ACCESSED THROUGH THE SERVICES. USER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USER'S USE OF THE SERVICES AND INTERNET GENERALLY. PROVIDER DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD PARTY MATERIAL PROVIDED THROUGH HYPERLINKS.

9. Exclusive Remedy: User's sole right and remedy for breach of this Agreement by Provider if User is dissatisfied for any reason with the Service is to terminate this Agreement as provided in this Agreement.

10. Indemnity: User shall indemnify and hold Provider harmless against any and all liabilities, losses, damages, judgments, claims, causes of action, and costs (including attorney fees and disbursements) which Provider may hereafter incur, suffer, or be required to pay, defend, settle (subject to any limitations set forth in this Agreement), or satisfy as a result of User's use of the Service. To qualify for such defense and payment, Provider must: 1) provide User with a prompt written notice of a potential third party claim; and 2) allow User to control, and fully cooperate with Provider, in the defense of all related negotiations.

11. Choice of Law: This Agreement and Acceptable Use Policy shall be governed by the laws of the State of California.

12. Additional Terms:

The following are additional terms and Conditions of this Agreement:

13. Entire Agreement: These terms and conditions constitute the entire agreement between User and Provider.



ACCEPTABLE USE POLICY

Provider reserves the right in its sole discretion to remove any content for any reason, including but not limited to, your violation of any laws or the terms and conditions of this Acceptable Use Policy. The Acceptable Use Policy below describes certain actions relating to the content and operation of a website on or other use of the Service which Provider considers to be inappropriate and thus prohibited.

The examples identified in this list are provided as examples only for your guidance. If you are unsure whether any contemplated use or action is permitted, please contact Provider. Provider's right to remove inappropriate content under this Policy shall place an obligation on Provider to monitor or exert editorial control over any website operated by User or monitoring by Provider of User's other uses of the Service.

Actions which Provider considers inappropriate and grounds for removal of offending material, termination of access to the website or other interruption of the service include, but are not limited to, the following:

You may not use the Service in a manner, as deemed by the Provider in its sole discretion, to be of excessive bandwidth utilization, and/or that might be interfering with other users from being able to use and/or enjoy the Service.

You may not use the Service in a manner that takes part of any peer-to-peer file sharing.

You may not use the Service or website to sell any goods or services that are unlawful in the location at which the content is posted or received or the goods or services delivered;

You may not use the Service or website to post any content that is obscene, lewd, lascivious, pornographic, contains nudity or sexual acts, excessively violent, harassing, or otherwise objectionable;

You may not use the Service or website to post any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information, or assistance in causing or carrying out such violence;

You may not use the Service or website to post any content that holds Provider (including affiliates), employees or shareholders up to public scorn or ridicule or would in any way damage or impair Provider's reputation or goodwill;

You may not use the Service or website to post any content that violates any copyrights, patents, trademarks, trade secrets, or other intellectual property rights of others; Failing to obtain all required permissions when using the Service or website to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual property laws including copyright and patent laws;

You may not delete or alter author attributes, copyright notices, or other copyright management information, unless expressly permitted in writing by the author or owner;

You may not use the Service in a tortuous manner, including the posting of libelous, defamatory, scandalous, threatening, harassing or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress; or Introducing viruses, worms, Trojan horses, or other harmful code on the Internet.

You may not resell the Service and/or otherwise extending the Service, for a free or not, beyond the User's household. For the purpose of this Agreement, a rental unit is considered a separate Household.

Provider may revise in its sole discretion this Acceptable Use Policy, without prior notice. Any such changes shall be posted by Provider on its Website at <http://www.pnc.net> User shall be responsible for periodically reviewing the online Acceptable Use Policy to apprise itself of any changes thereto. User agrees to be bound by all such changes.