Iowa Lakes Electric Cooperative

A Touchstone Energy® Cooperative

Customer Agreement

This Agreement describes the terms and conditions between you and Iowa Lakes Electric Cooperative. ("Service Provider", "Us" or "We") applicable to the WildBlue Service. Service Provider is an authorized distributor of WildBlue Communications, Inc. ("WildBlue"). Please read this Agreement carefully since it contains important contract rights and obligations between you and Service Provider, as well as important limitations on those rights. If you would like to contact us, you may call (800)225-4532 or write to:

Iowa Lakes Electric Cooperative

702 South 1st Street

Estherville, IA 51334

1. The Service.

1.1 Description. The Service consists of a satellite-based Internet access service as further described in this Agreement (the "Service"). Service is in available locations in the contiguous U.S. with an unobstructed view of the southern sky and its usage is subject to WildBlue's Fair Access and Acceptable Use Policies. In order to receive the Service, you must purchase the equipment designated by WildBlue ("WildBlue Equipment") from us, WildBlue or another authorized distributor of WildBlue. Only a WildBlue-authorized installer may install the WildBlue Equipment in your residence.

2. Minimum System Requirements. Your computer must meet certain minimum requirements to receive the Service as set forth on WildBlue's website, www.wildblue.com/aboutWildblue/qaa.jsp#1_6. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service. You are also responsible for all telephone charges incurred in connection with using the Service, if you access the Internet using our dial-up Internet access service.

3. Service Commitment.

3.1 Minimum Service Commitment. Your service plan requires a 12-month minimum service term ("Minimum Service Term"). If you terminate service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the Termination Fee as described below. You may not downgrade your service plan to a lower service package until 30 days after activation of your WildBlue Service. You may suspend your service plan for up to six months during your minimum service term. If you choose to suspend your service plan, your minimum service term will be suspended until your account is reactivated. Once your account is reactivated, your minimum service term will resume.

3.2 Term and Renewal. The term of this Agreement commences on the date your Service is activated and continues for the duration of the Minimum Service Term or unless terminated earlier by you or us in accordance with this Agreement. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis until terminated by you or us in accordance with this Agreement.

3.3 Termination. If you cancel your order before installation, you will not be charged. If a Minimum Service Term applies and you cancel the Service after installation but before completion of the Minimum Service Term, you will be charged a Termination Fee equal to the number of months left in your Minimum Service Term multiplied by your base monthly fee. If you have fully paid for your WildBlue Equipment, you are not required to return, and we are not obligated to de-install, the WildBlue Equipment upon termination. If you have leased your WildBlue Equipment or have not fully paid for such equipment at the time of termination, you agree to return the satellite modem to our place of business upon termination and authorize us to access your premises upon reasonable times and notice to you to retrieve any outdoor equipment. You further agree that we may abandon any or all of the WildBlue Equipment at the time of termination and we are not obligated to de-install or otherwise retrieve any of WildBlue Equipment.

4. Who May Use The Service? - Responsibility and Supervision.

4.1 Age and Account Set-Up. You represent that the Service will be installed and used solely in your residence and not in any commercial, retail or other business location (other than a home office in your residence). You represent that you are at least 18 years of age. You agree that you are responsible for obtaining installation services for the WildBlue Equipment from a WildBlue-authorized installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information.

4.2 Multiple Use of Account. Up to three computers in your residence and up to six family members who permanently reside in your household may receive WildBlue Services under a single billing account. For Select and Pro service plans, up to eight computers in your residence may receive WildBlue Services under a single billing account. Your "household" is limited to the single address where you reside and where the Service is initially installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address. Any use of the Services other than as specified above constitutes an unlawful and unauthorized use of the Service and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Service and the imposition of the Termination Fee, without prejudice to any rights and remedies available to Service Provider under this Agreement, at law and in equity.

4.3 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the WildBlue Equipment in location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to services provided under this Agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for services provided under this agreement (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that we or our service provider will be required to access your premises or system and to install and maintain the WildBlue Equipment, including the antenna and its components, necessary for you to receive the Service inside and outside your home. This will include attaching a satellite modem to your computer, installing software on your computer, if applicable, and configuring your computer for optimized performance of the Service. By signing this Agreement, scheduling a service or installation visit, and permitting us or our service provider to enter your home, you are authorizing WildBlue or our service provider to perform all of the above actions. NEITHER SERVICE PROVIDER NOR OUR SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. You are responsible for backing up the data on your computer, and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

4.4 **Subscriber Responsibility.** You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You acknowledge that you are aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who use the Service through your account. You ratify and confirm any obligations a minor using your account incurs or assumes and any promises or permissions such minor makes or gives. You acknowledge that an owner's manual or similar material was provided to you at the time of installation of your WildBlue Equipment and that you have read and understand the manual and all product warnings contained in the manual.

5. Fees and Payment.

5.1 Fees, Taxes and Other Charges.

(a) Commencement and Duration of Monthly Fees. You acknowledge that (subject to any exceptions granted by us) a monthly fee will apply for each and every month (or portion of a month) that you are a subscriber, beginning with the date your Service is activated. Your account will continue until you cancel the account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Agreement). As stated above, you may cancel your account at any time, subject to payment of the Termination Fees, if applicable. The monthly subscription fee shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with these terms and conditions.

(b) Billing and Charges. You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, ISP service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account.

(c) Statement. You will receive a paper bill in the mail for your service.

(d) Payment. You agree to remit a check or money order to us each month at the address provided in your monthly statement.

(e) Late Payment. If your payment is not received by us before the delinquent date stated on the monthly invoice, you may be charged a late fee on the delinquent balance at the lesser of 1.5% per month or the maximum rate permitted by applicable law. If we do not receive payment from you before your next statement is issued, we have the right to suspend your Service or terminate this Agreement without notice. Termination of the Agreement by us due to your default or nonpayment may result in a Termination Fee owed by you, if you are subject to a Minimum Service Term that has not been satisfied. We reserve the right to correct and charge under-billed amounts for a period of 90 days after the incorrect statement was issued. Payment of the outstanding balance is due in full each month. If your payment is not received by us before the next statement is issued, you may be charged a late fee on the delinquent balance at the lesser of 1.5% per month or the maximum rate permitted by applicable law.

5.2 **Payment Authorization**. If applicable under Section 5.1(d) above and except where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by Service Provider from time to time, you agree that Service Provider can charge your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of your bank account ("EFT Payment") for payment of all Service fees, the Termination Fee or any other amounts payable under this Agreement. Additionally, you agree that Service Provider will bill your monthly Service fee in advance, and such Service fee will automatically be collected through either a Card Payment or EFT Payment. With respect to such charges the following authorization applies: You authorize automatic Card Payments or EFT Payments by Service Provider. You agree that the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number). If you fail to provide us with any of the foregoing information, you agree that Service Provider may continue charging you for any service provided under your account. If we are unable to process your credit or debit card at any time, your account may be immediately suspended or terminated and you will remain responsible for all amounts payable by you to us. Your card issuer agreement governs use of your credit or debit card payment in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that Service Provider will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement. Credit card payment is not required for residents of States where payment by credit cards may not be made mandatory.

5.3 **Disputes and Partial Payments**. If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact our billing department. You must contact us within 45 days of receiving the statement on which the error or problem appeared. We will make available to you a statement for each billing cycle showing payments, credit purchases and other charges. We will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we can, but are not required to, accept them, without losing any of our rights to collect all amounts owed by you under this Agreement. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

5.4 **Reactivation**. If your Service is suspended or terminated, including your failure to submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed one year of monthly fees. Amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts shall not earn or accrue interest. If your Service is suspended or terminated for any reason, including at your request or because of your failure to pay past due amounts, and you want to reactivate the Service, you agree to pay a reactivation fee in accordance with our then current rates. In addition you must bring your account up to date through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges.

5.5 **Credit Inquiries and Reporting**. You authorize us to make inquiries and to receive information about your credit experience from others, including credit reporting agencies, enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. In the case of late payment or non-payment for any of the Services ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

6. Modifications, Rights of Cancellation or Suspension.

6.1 **Modification of this Agreement.** Upon notice published over the Service, We may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify you by e-mail, online via one or more of the websites within the Service or other electronic notice. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 6.3 and stop using the Service prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes your acceptance of such modifications.

6.2 **Modification of the Service.** We and/or WildBlue may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to you by us, WildBlue or our vendors in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, online via one of more of the websites within the Service or other electronic notice. If you do not agree to such changes, then you must cancel your subscription and stop using the Service prior to the effective date of such changes. Your use of the Service after the effective date of such changes or additions constitutes your acceptance of such changes. In addition, we may take any action consistent with our Acceptable Use and Fair Access Policies, including actions to (a) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to us or its subscribers, subject to our Subscriber Privacy Policy, (e) withdraw, change, suspend or discontinue any functionality or feature of

the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

6.3 **Termination by Subscriber**. Subject to your payment of the Termination Fee and the fee for Services for the full billing cycle in which termination occurred, you may immediately terminate this Agreement and discontinue the Service at any time upon written or telephone notice to us.

You must terminate this Agreement in accordance with its terms; failure to do so may delay or prevent us from knowing that a termination was intended. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or we have acknowledged such termination in writing or by e-mail.

6.4 **Termination or Suspension by Service Provider.** We may immediately terminate your Service and this Agreement if you or a user of your account breaches this Agreement. We reserve the right in our sole discretion to terminate your account and this Agreement at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part.

6.5 **Post-Termination or Suspension Obligations.** Notwithstanding any cancellation or termination of this Agreement or any of your accounts, nor any suspension or termination of access to or use of the Service, you will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such cancellation, termination or suspension. Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by you or any user of your account.

7. **Permitted Use and Restrictions on Use.**

7.1 **Software License.** Subject to the terms of this Agreement, we grant you a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided to you in connection with the Service (including any updates) only for the purpose of accessing the Service ("Software") on any machine(s) on which you are the primary user or which you authorize to use. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by WildBlue. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by us of this Agreement and the license. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate, any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

7.2 **Restrictions on Use of the Service.** Service Provider and WildBlue reserve the right to immediately suspend your Service and Service Provider may terminate this Agreement if you knowingly or otherwise engage in any prohibited activity or if you use the WildBlue Equipment or Service in a way which is contrary to any WildBlue or Service Provider policy or any policy of a WildBlue supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with WildBlue's Acceptable Use and Fair Access Policies located at www.wildblue.com/legal/fair.jsp, both of which are incorporated into and made a part of this Agreement. You do not own, nor have any rights other than those expressly granted to you, to a particular IP address, even if you have ordered a static IP address.

7.3 **Fair Access Policy.** If your usage exceeds the limits set forth in the Fair Access Policy, WildBlue may reduce the bandwidth available to you on a temporary basis. Continued violation of the Fair Access Policy is a breach of this Agreement by you and will result in the termination of this Agreement. WildBlue Internet access is not guaranteed. The terms of this policy apply to all service plans, including Value, Select and Pro and any other service plan that Service Provider offers from time to time. For specific Fair Access Policy limitations please see the description of the service plan you are receiving.

7.4 **Prohibition on Resale.** Reselling the Service or otherwise making the Service available to anyone outside your residence (e.g. via wi-fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis is prohibited. The Service is intended for personal and commercial use in a manner that is consistent with the terms of this Agreement, the Acceptable Use Policy, Fair Access Policy or terms of any other applicable policy or plan and you agree not to use the Service for operation as an Internet service provider or for any prohibited business enterprise or purpose, or as an end-point on a non-WildBlue local area network or wide area network.

7.5 **No Unauthorized Use of WildBlue Equipment or Software.** You are strictly prohibited from altering, modifying, or tampering with the WildBlue Equipment, Software or Service or permit any other person to do the same who is not authorized by WildBlue. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

7.6 **Compliance with Laws.** You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

7.7 **Security.** You agree to take reasonable measures to protect the security of your computer, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, WildBlue may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

7.8 **Responsibility of Subscriber.** You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. You agree to notify us immediately after you sell, give away or otherwise transfer your WildBlue Equipment to anyone else. You are considered the registered recipient of the Services until we receive such notice, and you will be liable for any charges or fees incurred by the use of your WildBlue Equipment by anyone else up to the time that we receive your notice, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may inactivate your Service. If your WildBlue Equipment is stolen or otherwise removed from your premises without your authorization you must notify us immediately, or else you will be liable for payment for unauthorized use of the WildBlue Service or WildBlue Equipment.

8. **Use and Control of Information; Service Provider Communication; Ads.** We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists (subscriber account information that does not identify you by name, address or similar personally-identifiable information) as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit our use of other information not addressed in this Section. We will be free, in our reasonable good faith discretion and without notice, to provide subscriber and user information and records to (i) the courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, we may maintain and use internally such information and records. Information generated by or in connection with our administration of the Service shall be and remain our exclusive property. We may also from time to time provide online, fax, telephone, e-mail, mail and other communications to our Subscribers and users on matters pertaining to the Service, its features, its sponsors or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonably and in good faith. You acknowledge that communications with us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither you nor any user shall have any claim with respect to any proceeds from such activities.

9. **WildBlue Equipment**. The terms of sale applicable to the WildBlue Equipment are governed by your purchase agreement or other documents evidencing such sale and, if applicable, a limited warranty offered by Service Provider. In addition, WildBlue Equipment contains software and/or other intellectual property subject to a license agreement(s) ("License Agreement") provided with the WildBlue Equipment. Any breach of the License Agreement constitutes a breach of this Agreement.

10. Warranties and Limitations of Liability.

10.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER SERVICE PROVIDER, WILDBLUE NOR ANY OF WILDBLUE'S WHOLESALERS, DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER, WILDBLUE NOR ANY OF THE PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED 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 OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. SERVICE PROVIDER AND WILDBLUE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY SERVICE PROVIDER, WILDBLUE OR ANY OF THE PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE WILDBLUE PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, SERVICE PROVIDER AND WILDBLUE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. SERVICE PROVIDER AND WILDBLUE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

10.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SERVICE PROVIDER, WILDBLUE NOR ANY OF THE PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT AFFILAITE'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF WILDBLUE AND THE PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO SERVICE PROVIDER BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

10.3 Applicability and Exceptions. The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Service Provider , WildBlue or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited. In addition, these exclusions and limitations do not apply to your purchase of your WildBlue Equipment, which is governed by your purchase agreement or other documents evidencing such sale, including any limited warranty offered by Service Provider.

10.4 Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

10.5 Indemnity. You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

10.6 Third Party Beneficiaries. The provisions of this Section 10 are for the benefit of us, WildBlue, and our respective contractors, information or content providers, service providers, licensors, including NRTC, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

11. General

11.1 Limits on Transfers. Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by ourselves, or by your credit card company or other billing institution, as applicable.

11.2 Applicable Law. This Agreement is made in the State of Iowa. ("Applicable State"). This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the Applicable State, in the United States, excluding conflicts of laws provisions**. Any such controversy or claim shall be settled exclusively by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be held in the Applicable State or the location of the residence where the WildBlue Equipment was installed. The arbitrator will be an expert in the field of Internet services or other appropriate subject matter of the dispute. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.** There shall be no class action arbitration pursuant to this Agreement. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or is barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods.

11.3 Notices, Disclosures and Other Communications. Where notification by us is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify us on any change in your e-mail or postal address in writing or electronically.

11.4 Construction and Delegation. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide to services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

11.5 Miscellaneous. If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

11.6 Assignment of Account. We may sell, assign, pledge or transfer your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.

11.7 **Entire Agreement**. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and us, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

Customer

_____ Date:_____

Signature

Print Name:_____ Address: _____

_____

_____

Revised May 25, 2005