

TOLEDO TELENET FTTH SERVICE AGREEMENT

(As of June 4, 2008)

Customer: _____ Date: _____

This agreement sets forth the terms and conditions under which **Toledo Telenet** will provide Internet and Voice services to you at your home or business.

1. The Service.

1.1 Toledo Telenet FTTH Service is a service provided by Toledo Telenet that will provide you interactive access to the Internet as a registered customer or authorized user, subject to the terms and conditions of this Customer Use Agreement ("Agreement"). Toledo Telenet FTTH Service is accessible through a personal computer using equipment such as a modem and a network interface card, and software.

1.2 Toledo Telenet will provide you with an Internet connection and /or VoIP from a single connection in your home or business via Fiber Broadband Service.

1.2.a "Bronze", "Silver", or "Gold" Fiber Broadband Service: Toledo Telenet will provide Fiber Broadband service with a dynamic IP address.

1.3 VoIP Service: is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol ("IP") and carried, in part, over high-speed internet access, also known as broadband internet service. This service may be generically referred to as "voice over IP". It is separate and distinct from standard Local, Local Toll and Long-Distance services. "Service" or "Services" is defined to include Voice over IP unlimited local and nationwide direct dialed calling within the United States and Canada and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which Toledo Telenet, in its sole discretion, may add, modify, or delete from time to time.

Toledo Telenet VoIP Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). Toledo Telenet's Service may not support 900, 311, 511 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

You acknowledge and understand that the Service is not a telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the Service provided by Toledo Telenet. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

1.3a TOLEDO TELENET VOICE SERVICE 911 EMERGENCY DIALING

PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE TOLEDO TELENET VOICE 911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR ENHANCED 911 ("e911") CALLS.

YOU ACKNOWLEDGE AND UNDERSTAND THAT TOLEDO TELENET OFFERS A 911 EMERGENCY SERVICE AS DESCRIBED HEREIN AND THAT SUCH 911 DIALING IS DIFFERENT IN A NUMBER OF IMPORTANT WAYS (SOME, BUT NOT NECESSARILY ALL, OF WHICH ARE DESCRIBED IN THIS AGREEMENT) FROM TRADITIONAL 911 SERVICE, AND THAT WE HAVE TOLD YOU THAT THE TOLEDO TELENET SERVICE DOES NOT SUPPORT TRADITIONAL 911 OR E911.. YOU AGREE TO INFORM ANY HOUSEHOLD RESIDENTS, GUESTS AND OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE THE SERVICE OF THE NON-AVAILABILITY OF TRADITIONAL 911 OR E911 DIALING FROM YOUR TOLEDO TELENET SERVICE AND DEVICE(S) AND TO INFORM THEM OF THE IMPORTANT DIFFERENCES AND LIMITATIONS OF TOLEDO TELENET 911 DIALING SERVICE AS COMPARED WITH TRADITIONAL 911 OR E911 DIALING THAT ARE SET FORTH IN THIS AGREEMENT.

911-TYPE DIALING CAPABILITIES WITH TOLEDO TELENET VOICE SERVICE

WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING TOLEDO TELENET VOICE SERVICE, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER THAN THAT USED FOR TRADITIONAL 911 DIALING. THE DISPATCHER MAY BE LOCATED AT A PUBLIC SAFETY ANSWERING POINT (PSAP) DESIGNATED FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE OR OTHER BACK-UP EMERGENCY ANSWERING SERVICES. TOLEDO TELENET RELIES ON THIRD PARTIES FOR THE FORWARDING OF INFORMATION UNDERLYING SUCH ROUTING, AND ACCORDINGLY TOLEDO TELENET AND ITS THIRD PARTY PROVIDER(S) DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH INFORMATION OR ROUTING IS INCORRECT. IN ADDITION, TOLEDO TELENET VOICE 911 SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL 911 OR E911 SERVICE AS FOLLOWS:

TOLEDO TELENET 911 EMERGENCY DIALING IS ONLY AVAILABLE AT THE PHYSICAL STREET ADDRESS REGISTERED WITH TOLEDO TELENET FOR THE PARTICULAR AREA CODE AND PHONE NUMBER

You acknowledge and agree that 911-type Services shall only be available at the Physical street address associated with the particular Area Code and Phone Number assigned to you. You further acknowledge and agree that 911-type Services will not be available to a particular customer and neither Toledo Telenet nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 Services to you in the event of the assignment of a Area Code and Phone Number to you located outside of the Exchange Area associated with your physical street address or relocation of the telephone device to which an Area Code and Phone Number has been assigned to a location other than your physical street address as registered with Toledo Telenet.

FAILURE TO DESIGNATE THE CORRECT PHYSICAL STREET ADDRESS

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR TOLEDO TELENET EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR THE SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating Service you must provide the actual physical street address where the Device will be located, not a post office box, mail drop or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Toledo Telenet Device to a different street address. Any change of the devices physical address must be coordinated with Toledo Telenet for the service and 911 to work properly.

AUTOMATED NUMBER & LOCATION IDENTIFICATION

THE PSAP RECEIVING TOLEDO TELENET VOICE 911 EMERGENCY SERVICE CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. Toledo Telenet's system is configured in most instances to send the automated number identification information and to transmit identification of the address that you have registered with Toledo Telenet to the Public Safety Answering Point (PSAP) and local emergency personnel for your area when you dial 911; however, one or more telephone companies, not Toledo Telenet, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number and location in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

POWER FAILURE, OUTAGES OR DISRUPTIONS OF SERVICE

YOU ACKNOWLEDGE AND ACCEPT THAT TOLEDO TELEPHONE VOICE 911 SERVICE WILL NOT FUNCTION IF YOUR TA FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR TOLEDO TELENET VOICE SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION INCLUDING SUSPENSION OR TERMINATION OF SERVICE BY TOLEDO TELENET FOR ANY REASON INCLUDING BILLING ISSUES OR FOR OTHER REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE TOLEDO TELENET EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR TOLEDO TELENET VOICE SERVICE, INCLUDING FOR 911 PURPOSES.

POSSIBILITY OF NETWORK CONGESTION AND/OR REDUCED SPEED FOR ROUTING OR ANSWERING 911

YOU ACKNOWLEDGE AND UNDERSTAND THAT FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, WITH TOLEDO TLENET VOICE SERVICE THERE IS A POSSIBILITY THAT YOUR 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL 911 CALLS OVER TRADITIONAL PUBLIC TELEPHONE NETWORKS. You acknowledge and accept that Toledo Telenet relies on third parties for the forwarding of information underlying

such routing, and accordingly Toledo Telenet and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect.

LIMITATION OF LIABILITY AND INDEMNIFICATION

AS DESCRIBED HEREIN, THIS 911-TYPE DIALING CURRENTLY IS NOT THE SAME AS TRADITIONAL 911 OR E911 DIALING, AND AT THIS TIME, DOES NOT NECESSARILY INCLUDE ALL OF THE CAPABILITIES OF TRADITIONAL 911 DIALING. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS TOLEDO TELENET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER OF ITS UNDERLYING PROVIDERS, SERVICE PROVIDERS OR OTHER THIRD PARTY PROVIDERS WHO FURNISH SERVICES TO YOU OR TOLEDO TELENET IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING BUT NOT LIMITED TO MISROUTES RESULTING FROM YOUR PROVISION TO TOLEDO TELENET OF INCORRECT ADDRESS INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE, GROSS RECKLESSNESS, OR INTENTIONAL GROSS MISCONDUCT ON THE PART OF TOLEDO TELENET.

ALTERNATIVE 911 ARRANGEMENTS

YOU ACKNOWLEDGE THAT TOLEDO TELENET DOES NOT OFFER PRIMARY LINE OR LIFELINE SERVICES, AND THAT TOLEDO TELENET STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

1.4 No representation, warranty, term or condition other than as specifically set forth in this Agreement shall be binding on Toledo Telenet.

1.5 Toledo Telenet reserves the right to modify the terms of this Agreement, including the charges for installation and service, at any time. Except as otherwise provided in this Agreement, any modification is effective immediately upon posting notification to you by electronic mail, conventional mail, or Web Site, as provided in Section 12. Your continued use of the Toledo Telenet Internet Service following modification to this Agreement shall be deemed as acceptance of such modification.

2. General Subscriber Obligations.

2.1 You are accepting this Agreement on behalf of yourself and any person who accesses Toledo Telenet FTTH Service through your computer, under your screen name or password or through the Broadband in your home or business. You assume responsibility to ensure that all such other users understand this Agreement and comply with its terms.

2.2 Toledo Telenet FTTH Service is restricted to individuals of at least 18 years of age and business. By subscribing to Toledo Telenet FTTH Service, you certify that you are at least 18 years of age and/or an operating business in the State of Washington. Toledo Telenet may in, its sole discretion, accept customers under other billing arrangements.

2.3 You agree to provide Toledo Telenet with accurate, complete and current information, including your legal name, age, address, telephone number(s) and payment data (i.e., credit, debit or charge card numbers and expiration dates) upon subscribing to Toledo Telenet FTTH Service. You agree to promptly inform Toledo Telenet if there is any change in the information you provided to Toledo Telenet at the time of enrollment. Failure to provide accurate information constitutes a breach of this Agreement and may result in immediate termination of service to you.

3. 2.4 Toledo Telenet FTTH Service is provided to you at your current home or business. You may not transfer your subscription or your rights and obligations under this Agreement to any other person or to yourself at a different location.

3.1 CERTAIN MINIMUM CONFIGURATION STANDARDS ARE REQUIRED FOR USING TOLEDO TELENET FTTH SERVICE. YOU UNDERSTAND THAT TOLEDO TELENET FTTH SERVICE MAY NOT BE OPERATIONAL WITHOUT THESE MINIMUM REQUIREMENTS WHICH HAVE BEEN IDENTIFIED FOR YOU AND YOU CERTIFY THAT YOUR EQUIPMENT, AT A MINIMUM, CONFORMS TO THIS SET OF TECHNICAL CONFIGURATION REQUIREMENTS.

3.2 IF TOLEDO TELENET INSTALLS BROADBAND SERVICE AT YOUR RESIDENCE OR BUSINESS FOR THE USE OF TOLEDO TELENET FTTH SERVICE, THE USE OF THIS BROADBAND SERVICE SHALL BE STRICTLY LIMITED FOR THE PURPOSES OF ACCESSING TOLEDO TELENET FTTH SERVICE.

3.3 YOU ARE RESPONSIBLE FOR PROVIDING, AT YOUR COST , ALL OTHER EQUIPMENT AND CONNECTIONS (E.G. PERSONAL COMPUTER, NETWORK INTERFACE CARDS, ETHERNET HUBS, ETC.) REQUIRED FOR ACCESS TO TOLEDO TELENET FTTH SERVICE.

4. OWNERSHIP AND USE OF EQUIPMENT AND SOFTWARE

Toledo Telenet owns all equipment up to and including ONT (Optical Network Terminal) and if necessary a NID (Network Interface Device). All computer and phone equipment will be purchased and owned by the customer.

5. Service & Installation Charges.

- 5.1 You acknowledge receipt of notification that the Toledo Telenet FTTH Service provided pursuant to this Agreement is priced subject to the rates in effect or presented at the time of installation and in accordance with the type of connection you select. You further acknowledge that you have been informed of the current Rate Schedule prior to installation and provided with a Rate Schedule. This agreement is for an initial 18 month service period. Upon completion of the 18 month contract the customer agrees to month to month service.
- 5.2 You agree to pay an installation fee, a monthly recurring charge, and all charges for use of Toledo Telenet Broadband and VoIP Services under your account at the rates in effect during the billing period in which the charges were incurred. You agree to pay any local, state and/or federal taxes and fees imposed or levied on or with respect to your subscription to or use of Toledo Telenet FTTH Service.
- 5.3 Toledo Telenet reserves the right to change the amount of fees and charges from time to time at its discretion and upon 30 days notice to you in accordance with Section 1.4.
- 5.4 Installation fees are due at the time of installation. Monthly charges are due and payable the 15th of each month. Failure to pay the full amount of your account balances 30 days in advance will cause disconnection of service. Toledo Telenet will charge a returned check fee of \$10.00.
- 5.5 If you discontinue service or are disconnected, you agree to pay a reconnect charge before reconnection. You further agree to be charged and to pay any outstanding balance according to your contract in the event of cancellation, disconnection or termination of your account.
- 5.6 You will be responsible for all expenses (including reasonable attorneys' fees) incurred by Toledo Telenet in collecting any unpaid amounts due in accordance with this Agreement.

6. Charges for Broadband/VoIP Transactions.

- 6.1 Through use of Toledo Telenet FTTH Service, you may access certain information, products, and services from persons other than Toledo Telenet, for which there is a charge, including certain on-line services such as America Online. YOU AGREE THAT ALL SUCH FEES OR CHARGES FOR ON-LINE SERVICES, PRODUCTS OR INFORMATION ARE YOUR SOLE RESPONSIBILITY AND NOT THE RESPONSIBILITY OF TOLEDO TELENET.
- 6.2 YOU ALSO AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR PROTECTING THE SECURITY OF YOUR CREDIT CARD INFORMATION FROM UNWANTED OR UNAUTHORIZED CHARGES FOR INTERNET BASED TRANSACTIONS.

7. Service and Performance.

- 7.1 Toledo Telenet will make reasonable efforts to assure that Toledo Telenet FTTH Service will be available to you 24 hours per day 7 days per week. It is possible, however, that there will be interruptions of service.
- 7.2 Toledo Telenet shall not be liable for interruptions caused by failure of equipment or services, failure of communications, power outages, or other interruptions to Toledo Telenet FTTH Service.
- 7.3 Toledo Telenet shall not be liable for performance deficiencies caused or created by your equipment.

- 7.4 You shall be responsible to provide for the proper installation, operation and maintenance of your equipment used in connection with the Toledo Telenet FTTH Service. Further, you shall ensure that such equipment is technically and operationally compatible with the Toledo Telenet FTTH Service and in compliance with applicable Federal Communications Commission rules and regulations.
- 7.5 Toledo Telenet FTTH Service is provided over a shared network, and users will contend for bandwidth. As a result, depending among other things upon the intensity of customer use of Toledo Telenet FTTH Service, the bandwidth available to you and the speed of service will not always operate at optimum levels. Toledo Telenet does not guarantee bandwidth. However, if Toledo Telenet determines, in its sole discretion, that your account is using, or has consistently used, an excessive amount of bandwidth, Toledo Telenet may place bandwidth and/or speed limits on your account or terminate your account at any time and without notice. Before taking any such action, Toledo Telenet shall make a reasonable effort to notify you that such action will be taken.
- 7.6 If your use or modification of the software, hardware or equipment supplied by Toledo Telenet requires a visit to your home or business for repair or correction, Toledo Telenet reserves the right to charge you for the visit and labor required to correct the situation. Toledo Telenet does not undertake to correct or repair software, hardware or equipment that it does not supply.

8. Customer Use.

- 8.1 You are personally responsible for all use of Toledo Telenet FTTH Service under your account. You agree not to resell, redistribute, assign, transfer, or sublicense your access to Toledo Telenet Internet Service in any manner. You agree not to use Toledo Telenet FTTH Service for any type of business or commercial enterprise that competes in any way with Toledo Telenet, including (but not limited to) the provision of internet access to others or provision of a server site for FTP, Telnet, RLOGIN, electronic mail, web hosting or other comparable applications. You also agree not to use Toledo Telenet FTTH Service to operate as an Internet Service Provider ("ISP") or to operate any other business enterprise in competition with Toledo Telenet FTTH Service. You agree that your violation of this Section shall authorize Toledo Telenet, in its sole discretion, to immediately disconnect Toledo Telenet FTTH Service to you and terminate this Agreement without notice.
- 8.2 Due to the difficulty in quantifying damages to Toledo Telenet for a violation of this Section 8, you agree to pay liquidated damages to Toledo Telenet in the amount of \$500 (five hundred dollars) per day for each day that you are in violation of this Section 8. These remedies shall be in addition to all others available to Toledo Telenet in law and equity.
- 8.3 YOU MAY, AT YOUR DISCRETION, PERMIT AN AUTHORIZED USER UNDER 18 YEARS OF AGE TO USE TOLEDO TELENET FTTH SERVICE AND YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE TO PROVIDE ADULT SUPERVISION. YOU ACKNOWLEDGE FURTHER THAT TOLEDO TELENET FTTH SERVICE PROVIDES FULL ACCESS TO THE INTERNET WITHOUT RESTRICTION.
- 8.4 Toledo Telenet will provide you with a dynamic IP address as a component of the Broadband service. You agree not to alter, modify or tamper with the IP address or those of any person subscribing to Toledo Telenet FTTH Service. Toledo Telenet will take back the IP address upon disconnection, discontinuance or termination of service.
- 8.5 You agree not to alter, modify or tamper with any equipment provided by Toledo Telenet, or the configuration of such equipment as set by Toledo Telenet.
- 8.6 Any conduct by you that, in Toledo Telenet's sole discretion, inhibits or restricts any other customer, person or entity from using or enjoying Toledo Telenet FTTH Service shall entitle Toledo Telenet to immediately disconnect Toledo Telenet FTTH Service to you and terminate this Agreement without notice. You agree to use Toledo Telenet FTTH Service only for lawful purposes. You may not use, or allow others to use, your Toledo Telenet FTTH Service account, either directly or indirectly, to:
- (1) post, transmit, promote, or facilitate the distribution of any unlawful or illegal material, including but not limited to, material that would constitute or encourage copyright or trademark infringement, a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;
 - (2) post, transmit, promote, or facilitate the distribution of any unsolicited advertising (including but not limited to mass or bulk e-mail), promotional materials or other forms of solicitation to other individuals or entities;
 - (3) unlawfully access other computers or services, or to cause a disruption of service to other on-line users;
 - (4) cause disruption to Toledo Telenet's backbone network, nodes, or services, or that of other service providers; or
 - (5) establish a web page or site on your computer, without proper authorization from Toledo Telenet.

(6) enable persons under 18 years of age to obtain material that is prohibited by law to be sent or displayed.

9 LIMITATION OF LIABILITY: NO WARRANTIES.

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY, MADE ON BEHALF OF TOLEDO TELENET AND ALL ITS AFFILIATES.

9.1 DAMAGE TO YOUR HOME OR BUSINESS COMPUTER.

EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TOLEDO TELENET SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS OR DESTRUCTION TO YOUR EQUIPMENT. IN THE EVENT OF SUCH A GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TOLEDO TELENET SHALL PAY FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED PARTS UP TO A MAXIMUM OF \$3,000 AND SUCH SHALL BE YOUR SOLE REMEDY RELATING TO SUCH ACTIVITY. NEITHER TOLEDO TELENET NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA. IN ADDITION, YOU UNDERSTAND THAT THE OPENING OF YOUR COMPUTER MAY VOID WARRANTIES PROVIDED BY THE COMPUTER MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S HARDWARE OR SOFTWARE. YOU HEREBY CONSENT TO THE OPENING OF THE COMPUTER FOR THE INSTALLATION AND REMOVAL OF EQUIPMENT RELATED TO TOLEDO TELENET FTTH SERVICE. NEITHER TOLEDO TELENET NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

9.2 DAMAGE, LOSS OR DESTRUCTION OF SOFTWARE FILES AND/OR DATA

YOU UNDERSTAND THAT, AS PART OF THE INSTALLATION OF THE TOLEDO TELENET FTTH SERVICE, SYSTEM FILES ON YOUR COMPUTER MAY BE MODIFIED OR DELETED. TOLEDO TELENET DOES NOT REPRESENT, WARRANT, OR COVENANT THAT SUCH MODIFICATIONS WILL NOT DISRUPT THE NORMAL OPERATIONS OF YOUR COMPUTER. FOR THESE AND OTHER REASONS, TOLEDO TELENET RECOMMENDS, AND YOU AGREE, THAT YOU WILL BACK UP ALL FILES PRIOR TO INSTALLATION OF THE TOLEDO TELENET FTTH SERVICE. NEITHER TOLEDO TELENET NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE RESULTING FROM THESE OR OTHER FILE MODIFICATIONS.

9.3 NO WARRANTY/LIMITATION OF LIABILITY.

YOU EXPRESSLY AGREE THAT USE OF THE TOLEDO TELENET FTTH SERVICE, TOLEDO TELENET E-MAIL SERVICES AND SOFTWARE AND EQUIPMENT SUPPLIED BY TOLEDO TELENET OR ITS AGENTS, EMPLOYEES OR CONTRACTORS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "COMPANY") IS AT YOUR SOLE RISK. THE TOLEDO TELENET FTTH SERVICE, AND EQUIPMENT AND SOFTWARE SUPPLIED BY THE COMPANY ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. TOLEDO TELENET EXPRESSLY DISCLAIMS ANY WARRANTY OR ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED PURPOSE. THE COMPANY'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO USE OF THE TOLEDO TELENET FTTH SERVICE, E-MAIL SERVICES AND SOFTWARE AND EQUIPMENT SHALL BE THE REPLACEMENT OF ANY DISKETTE OR COMPANY SUPPLIED EQUIPMENT FOUND TO BE DEFECTIVE. IN NO EVENT SHALL THE COMPANY'S LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU TO ACCESS AND USE THE TOLEDO TELENET FTTH SERVICE WITHIN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF REASONABLY FORESEEABLE, ARISING IN ANY MANNER OUT OF THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF THE TOLEDO TELENET FTTH SERVICE, E-MAIL SERVICES OR COMPANY SUPPLIED SOFTWARE OR EQUIPMENT. THESE LIMITATIONS ARE AGREED TO BE EFFECTIVE EVEN IF THERE IS A TOTAL FAILURE OF ESSENTIAL PURPOSE.

9.4 NO LIABILITY FOR UNAUTHORIZED ACCESS.

TOLEDO TELENET DOES NOT WARRANT THAT ANY DATA OR FILES SENT OR RECEIVED BY YOU USING TOLEDO TELENET FTTH SERVICE OVER ITS FIBER NETWORK, OR COMMUNICATIONS DIRECTED TO OR RECEIVED FROM OUTSIDE OF THE NETWORK, WILL NOT BE SUBJECT TO UNAUTHORIZED ACCESS BY

OTHERS OR THAT OTHER USERS WILL NOT GAIN ACCESS TO YOUR HOME COMPUTER. TOLEDO TELENET HAS NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR SUCH ACTS OR OCCURRENCES. IF YOU CHOOSE TO RUN APPLICATIONS FROM YOUR HOME COMPUTER, WHICH PERMIT OTHERS TO GAIN ACCESS TO IT, YOU MUST TAKE APPROPRIATE SECURITY MEASURES. FAILURE TO DO SO MAY CAUSE IMMEDIATE TERMINATION OF YOUR SERVICE BY TOLEDO TELENET. TOLEDO TELENET IS NOT RESPONSIBLE FOR AND ASSUMES NO LIABILITY FOR ANY DAMAGES RESULTING FROM OTHERS ACCESSING YOUR COMPUTER.

IN ADDITION, TOLEDO TELENET FTTH SERVICE FUNCTIONS AS A LOCAL AREA NETWORK (“LAN”) IN THAT EACH CUSTOMER IS A NODE ON THE NETWORK. AS SUCH, USERS OUTSIDE YOUR HOME MAY BE ABLE TO ACCESS YOUR COMPUTER. IN ADDITION, SOME SOFTWARE INCLUDES CAPABILITIES THAT PERMIT OTHER USERS ACROSS A NETWORK SUCH AS THE TOLEDO TELENET FTTH SERVICE AND THE INTERNET TO GAIN ACCESS TO YOUR COMPUTER AND TO THE SOFTWARE, FILES AND DATA STORED ON THE COMPUTER. FOR EXAMPLE, OPERATING SYSTEMS SUCH AS WINDOWS 2000, XP, Vista AND APPLE MACINTOSH INCLUDE FILE SHARING AND PRINT SHARING CAPABILITIES WHICH, WHEN ENABLED, MAY PERMIT OTHER USERS TO GAIN ACCESS TO YOUR COMPUTER EVEN IF YOU ARE NOT USING THE TOLEDO TELENET FTTH SERVICE. TOLEDO TELENET THEREFORE RECOMMENDS THAT YOU DISABLE FILE AND PRINT SHARING AND OTHER CAPABILITIES THAT MAY ALLOW USERS TO GAIN ACCESS TO YOUR COMPUTER. IF YOU CHOOSE TO ENABLE CAPABILITIES SUCH AS FILE SHARING, PRINT SHARING OR OTHER CAPABILITIES THAT MAY ALLOW USERS TO GAIN ACCESS TO YOUR COMPUTER, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU DO SO AT YOUR OWN RISK, AND THAT TOLEDO TELENET SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH BY YOU.

9.5 No Liability for Viruses.

TOLEDO TELENET MAKES NO REPRESENTATION OR WARRANTY THAT ANY SOFTWARE INSTALLED ON THE COMPUTER, INCLUDING SOFTWARE INSTALLED BY TOLEDO TELENET, ITS AGENTS, EMPLOYEES AND CONTRACTORS, OR WHICH YOU MAY DOWNLOAD FROM THE INTERNET, ON-LINE SERVICE PROVIDER, OR OTHER INFORMATION PROVIDER DOES NOT CONTAIN ANY VIRUS OR OTHER DAMAGING OR DESTRUCTIVE ATTRIBUTE. TOLEDO TELENET HAS NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR SUCH ACTS OR OCCURRENCES.

9.6 No Liability for Content.

WHILE TOLEDO TELENET SUPPLIES ACCESS TO THE INTERNET BY TOLEDO TELENET FTTH SERVICE, IT IS NOT THE PUBLISHER OF ANY INFORMATION PROVIDED BY OTHERS THROUGH THE INTERNET. TOLEDO TELENET DOES NOT REVIEW, CENSOR, OR MONITOR AND IS NOT IN ANY MANNER RESPONSIBLE FOR ANY PROGRAMS OR CONTENT SENT OR ACCESSED OVER THE INTERNET OR MADE AVAILABLE BY ANY INDIVIDUAL, USER, INFORMATION PROVIDER, ON-LINE SERVICE OR CONTENT PROVIDER. SUCH CONTENT OR PROGRAMS MAY INCLUDE, WITHOUT LIMITATION, PROGRAMS OR CONTENT OF AN INFRINGING, ABUSIVE, PROFANE OR SEXUALLY OFFENSIVE NATURE. ALL CONTENT FROM OTHER PARTIES ACCESSED VIA TOLEDO TELENET FTTH SERVICE IS ACCESSED BY YOU AND THOSE YOU HAVE AUTHORIZED, ALL AT YOUR OWN RISK, AND TOLEDO TELENET ASSUMES NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTION, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH CONTENT ACCESSED USING THE TOLEDO TELENET SERVICE.

9.7 No Liability for Use in Hazardous Environments.

THE TOLEDO TELENET FTTH SERVICE AND ANY SOFTWARE PROVIDED OR INSTALLED BY TOLEDO TELENET ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OF RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS (WITHOUT LIMITATION) IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. TOLEDO TELENET AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USE.

9.8 Prices Lower as a Result of Limitations of Liability.

THE PRICES FOR TOLEDO TELENET FTTH SERVICES ARE ESTABLISHED IN EXPRESS RELIANCE ON THE

ENFORCEABILITY OF THIS SECTION 9 AND THE PRICES ARE LOWER THAN THEY WOULD BE WITHOUT THE LIMITATIONS SET FORTH IN THIS SECTION 9.

10. Indemnification.

10.1 You agree to indemnify, defend and hold harmless Toledo Telenet, its affiliated companies, partners, licensors, employees and agents from and against all losses, expenses, damages, liabilities, and costs, including reasonable attorneys' fees, arising out of any violation of this Agreement, the selection or use of your identification, or any activity related to your account by you or any other person accessing Toledo Telenet FTTH Service using your account.

11. Termination.

11.1 This Agreement, the license provided herein, and your right to use Toledo Telenet FTTH Service may be terminated by Toledo Telenet at any time for any reason, with 30 days written notice by Toledo Telenet to you. In addition, you may terminate this Agreement at any time. However, you are responsible for the full initial 18 month contract and will be billed the remaining term if cancellation is made prior to the completion of the contract. Your bill will be pro rated for any prepaid service and will offset any outstanding amounts owed to Toledo Telenet.

11.2 Toledo Telenet does not visit your home upon termination to restore or reconfigure the home computer.

11.3 The provisions of Sections 5 (Payment Terms), 9 (Limitation of Liability: No Warranties) and 10 (Indemnification) shall survive any termination of this Agreement.

12. Notice.

12.1 Toledo Telenet may deliver notice to you by means of electronic mail on Toledo Telenet FTTH Service or by written communication delivered by first class United States mail to your address on record in Toledo Telenet's account information.

12.2 You may give notice to Toledo Telenet at any time by written communications delivered by first class United States mail, postage prepaid, or overnight courier to Toledo Telenet at the following address:

*Toledo Telenet
P.O. Box 669
Toledo, WA 98591
Attention Customer Service*

13. Entire Agreement.

13.1 This Agreement, including future modifications by Toledo Telenet in accordance with Section 1.4 of this Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating thereto.

14. Force Majeure.

14.1 Toledo Telenet's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain the necessary supplies and the like.

15. Severability.

15.1 If one or more of the provisions in this Agreement are found to be unenforceable or invalid, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

16. No Waiver.

16.1 Failure of Toledo Telenet to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

17. Governing Law.

17.1 This Agreement shall be governed by and construed under the laws of the state of Washington, without regard to the choice of law provisions thereof. The courts of the state of Washington in Lewis County and the federal courts sitting in the state of

Washington shall have exclusive jurisdiction to hear and decide all controversies that may arise under or concerning this Agreement. You may not bring any claim, suit or proceeding arising under or concerning this Agreement more than one (1) year after the date the cause of action arose.

18. Export.

18.1 The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws, including but not limited to the Export Administration Act, the Arms Export Control Act and their implementing regulations, and not to transfer, by electronic transmission or otherwise, any content derived from the Toledo Telenet FTTH Service to either a foreign national or a foreign destination without first obtaining any required government authorization. You further agree not to upload to the Toledo Telenet FTTH Service any data or software that cannot be exported without prior written government authorization.

19. Assignment

19.1 Toledo Telenet may assign its rights and obligations under this Agreement. This Agreement may not be assigned or transferred by you, as further set forth in Section 2.4.