

**Arctic Slope Telephone Association Cooperative (ASTAC) inc.,
SERVICE AGREEMENT**

Terms and Conditions

THIS AGREEMENT is entered into between ASTAC, Inc. ("Company") and the person or entity who makes use of Company's Internet services and/or products ("Customer") and is subject to acceptance by Company. Customer's acceptance is limited to the terms and conditions of this offer. No additions or subtractions by Customer are acceptable unless and until expressly and mutually agreed upon in writing.

Company provides Internet service ("Service") subject to Customer compliance with the terms and conditions below. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF CUSTOMER DOES NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, CUSTOMER MAY NOT ACCESS OR USE THE SERVICE.

PLEASE READ EACH SECTION CAREFULLY BEFORE CONTINUING.

1. PROVISION OF SERVICE. Company shall provide and Customer shall accept Internet Service (all Internet related services provided by Company offered herein and hereinafter defined as "Service" or "Internet Service") at the applicable rates and charges, subject to the terms and conditions specified in this agreement. Company shall provide Customer with an Internet access account ID(s) and phone number(s) by which Customer may use Company's Internet system. Customer shall not have any proprietary right to the access account ID(s) and phone number(s) provided to it by Company.

The Internet Made Simple installation disk contains software from one or more companies. All software products are copyrighted by their respective companies, and are provided by Company for the express purpose of accessing the Service. Customer may not use the software and licenses with any other Internet Access Service. In addition, each software package has its own license agreement. Please read these agreements carefully.

The software on the installation disk is licensed to Customer as the end user. The software is not sold to Customer. The software enclosed is copyrighted material. Customer may use the software for as long as Customer likes provided Customer does not violate the copyright, and follows these simple rules.

1.1_ Customer may use the software on any computer for which it is designed so long as no more than one person uses it at any one time.

1.2_ Customer may not make any changes or modifications to the licensed software, and may not decompile or disassemble the software.

1.3_ All terms and conditions in this agreement relating to copyright and proprietary rights of Company or affiliates shall survive termination of this agreement.

If Customer has questions related to this license agreement, please contact ASTAC, Inc. at 800-478-6409.

Company reserves the right to revise, in its sole discretion, the rates, terms, and conditions of its agreement with Customer. Company may modify rates, terms, and conditions of this agreement from time to time by placing a notice of such modification in the "updates" area of its web site (<http://www.astac.net>), by broadcast e-mail message to users, or by other means to users and/or non-users, and Customer's continued use of the Service following notice of such modification shall be deemed to be Customer's acceptance of any such modification. If Customer does not agree to any modification of this agreement, Customer must immediately stop using the Service.

Customer agrees to pay for Service pursuant to such revised rates, terms, and conditions, unless Customer terminates this agreement in accordance with the terms and conditions of this agreement. Company reserves the right to assign designate or change access account ID(s) and access phone number(s) when, in its sole discretion, such assignment designation or change is reasonable or necessary in the conduct of its business.

Service is subject to transmission limitations caused by atmospheric, topographical and any other like conditions. Additionally, service may be temporarily refused, limited, interrupted or curtailed due to government regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because of equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of Company's Internet system.

Customer has access to service as long as they are actually using the Internet to send and receive data. This excludes the use of keeping the connection alive through the use of automation while customer is asleep or away. Company relies on the fact that Customers do not use the network unless they are personally fully engaged in its use. Should Customer's connection be idle for up to fifteen minutes Company will drop their connection.

Company's network is engineered to support, but does not guarantee, modem speeds up to 56K. Company does not guarantee uninterrupted service nor uninhibited access to service. Busy signals may occur which may prohibit access to the service.

2. USE OF SERVICE, EQUIPMENT, AND THE INTERNET. Service and equipment are furnished for use by Customer for lawful purposes only. Customer warrants that Customer is at least 18 years old.

Customer understands that access to the Internet in general may be gained through Company service and that all merchandise, information and services offered or made available or accessible through Company service or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with Company or its affiliates. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF COMPANY SERVICE AND THE INTERNET. NEITHER COMPANY NOR ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH COMPANY OR ON THE INTERNET GENERALLY, AND THEY SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH COMPANY SERVICE OR ON THE INTERNET GENERALLY.

CUSTOMER UNDERSTANDS FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE ILLEGAL, SEXUALLY EXPLICIT, OR MAY BE OFFENSIVE TO CUSTOMER. CUSTOMER ACCESSES SUCH MATERIALS AT HIS/HER OWN RISK. COMPANY HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

3. CUSTOMER SERVICE REQUESTS. Applications, including activation, a change or discontinuance of service, will be accepted only from Customer in writing via facsimile transmission, or via US mail, or over the phone with verification of USER ID, and Security Code.

4. LIMITATION OF COMPANY'S LIABILITY

4.1 CUSTOMER UNDERSTANDS THAT ALTERNATIVE AND COMPETING INTERNET COMMUNICATIONS CARRIERS ARE AVAILABLE TO CUSTOMER; OCCASIONAL INTERRUPTION OR IRREGULARITIES IN THE SERVICE MAY OCCUR; ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE; COMPANY CANNOT OFFER THE SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH CUSTOMER; AND COMPANY ASSUMES NO RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS AGREEMENT. ACCORDINGLY, CUSTOMER AGREES THAT EXCEPT AS LIMITED BY LAW, COMPANY'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, VIRUSES, ALL AND ANY PROBLEMS ASSOCIATED WITH Y2K (YEAR 2000), OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY COMPANY OR ANY UNDERLYING COMMUNICATIONS CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF COMPANY OR ANY UNDERLYING COMMUNICATIONS CARRIER TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION SHALL BE AS FOLLOWS:

4.1.1 A CREDIT ALLOWANCE AS DESCRIBED IN SUBSECTION 4.1.3 BELOW, WILL BE MADE AT CUSTOMER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO CUSTOMER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES FOR ACCESS AND OPTIONAL FEATURES PER ACCESS ACCOUNT ID, ALL AS DESCRIBED IN THE SCHEDULE OF RATES AND CHARGES IN EFFECT AT THE TIME OF INTERRUPTION.

4.1.2 THE COMPANY'S LIABILITY FOR DAMAGES IN REGARDS TO EXTRAORDINARY AND UNREASONABLE INTERRUPTIONS OF SERVICES, OR FOR MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE PROVISION OF THE SERVICE, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PRO-RATA CHARGES TO CUSTOMER FOR THE PERIOD DURING WHICH THE SERVICE IS AFFECTED IF REPORTED TO COMPANY.

4.1.3 A SERVICE INTERRUPTION PERIOD STARTS WHEN AN INOPERATIVE SERVICE IS REPORTED TO THE COMPANY AT TELEPHONE 800-478-6409, AND ENDS WHEN THE SERVICE IS OPERATIVE.

EVERY MONTH IS CONSIDERED TO HAVE 30 DAYS.

FOR PURPOSES OF ADMINISTERING THESE REGULATIONS ON CREDITS FOR SERVICE INTERRUPTIONS, A CUSTOMER'S ACCESS SERVICE MUST BE INTERRUPTED FOR A PERIOD IN EXCESS OF 48 HOURS AFTER BEING REPORTED TO COMPANY AT TELEPHONE 800-478-6409.

IF ACCESS SERVICE IS INTERRUPTED AS THE RESULT OF WIDESPREAD DISASTER, AND OTHER THAN BY THE NEGLIGENCE OR WILLFUL ACT OF THE CUSTOMER OR COMPANY AFFILIATES OR SERVICE PROVIDERS, NO REFUND SHALL BE REQUIRED.

4.1.4 IN CASE OF AN INTERRUPTION TO SERVICE, ALLOWANCE FOR THE PERIOD OF INTERRUPTION, IF NOT DUE TO THE NEGLIGENCE OF THE CUSTOMER OR END USER OR END USER'S EQUIPMENT, SHALL BE AS FOLLOWS:

NO CREDIT SHALL BE ALLOWED FOR AN INTERRUPTION OF LESS THAN 48 HOURS. THE CUSTOMER SHALL BE CREDITED FOR AN INTERRUPTION OF 24 HOURS OR MORE AT THE RATE OF 1/30 OF THE APPLICABLE FIXED MONTHLY RATES FOR EACH INTERRUPTED ACCESS ACCOUNT ID FOR EACH PERIOD OF 24 HOURS OR MAJOR FRACTION THEREOF THAT THE INTERRUPTION CONTINUES AFTER 48 HOURS. TWELVE (12) HOURS OR MORE CONSTITUTES A MAJOR FRACTION OF A 24 HOUR PERIOD.

IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.

4.1.5 A CREDIT ALLOWANCE WILL NOT BE GIVEN FOR THE FOLLOWING:

4.1.5.1 MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF CUSTOMER OR OTHER PARTIES, OR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY COMPANY.

4.1.5.2 NATURAL DISASTERS, EMERGENCIES, CATASTROPHES, SEVERE STORM OR OTHER EVENTS AFFECTING LARGE NUMBERS OF END USERS OR OTHER EXTRAORDINARY OR ABNORMAL CONDITIONS OF OPERATION, SUCH AS THOSE RESULTING FROM WORK STOPPAGES, CIVIL UNREST, OR OTHER EVENTS FOR WHICH THE COMPANY MAY NOT HAVE CONTROL.

4.1.5.3 INTERRUPTIONS OF SERVICE WHEN THE CUSTOMER HAS RELEASED THAT SERVICE TO THE COMPANY FOR MAINTENANCE PURPOSES, TO MAKE REARRANGEMENTS, OR FOR THE IMPLEMENTATION OF AN ORDER FOR A CHANGE IN THE SERVICE DURING THE TIME THAT WAS NEGOTIATED WITH THE END USER PRIOR TO THE RELEASE OF THAT SERVICE.

4.1.5.4 PERIODS WHEN THE CUSTOMER ELECTS NOT TO RELEASE THE SERVICE FOR TESTING AND/OR REPAIR AND CONTINUES TO USE IT ON AN IMPAIRED BASIS.

4.1.6 THE SERVICE FURNISHED BY COMPANY, IN ADDITION TO THE LIMITATIONS SET FORTH PRECEDING, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF COMPANY FOR LOSS OR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF THE UNDERLYING COMMUNICATIONS CARRIER, OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED OR UNAUTHORIZED USER, OR THE UNDERLYING COMMUNICATIONS CARRIER IN FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED USER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION, OR FAILURES OR DEFECTS IN FACILITIES FURNISHED BY COMPANY OR THE UNDERLYING COMMUNICATIONS CARRIER OCCURRED.

4.2 Company shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment, when caused by acts of god, fire, war, riots, government authorities, default of supplier, or other causes beyond Company's or any underlying communications carrier's control.

4.3 Customer acknowledges that Internet systems use public access facilities to transmit voice and data communications and that the service may not be completely private. Company is not liable to Customer for any claims, loss, damages or cost that may result from lack of privacy on the system.

4.4 Customer acknowledges that Internet systems may carry material, which may be considered abusive, profane, or sexually offensive and that Company is not liable to Customer for any claims, loss, damages or cost that may result from such material.

4.5 Customer hereby agrees to indemnify and save Company harmless against claims for libel, slander, or infringement of copyright from the material in any form over its facilities by Customer or those using Customer's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of Customer with the facilities of Company or any communications carrier; and against all other claims arising out of any act or omission of Customer in connection with the facilities or service provided by Company.

5. NO SERVICE WARRANTIES. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE..

NO ADVICE OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER COMPANY NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL COMPANY, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILLS, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

If customer is dissatisfied with the service or with any terms, conditions, rules, policies, guidelines, or practices of Company in operating the service, Customer's sole and exclusive remedy is to discontinue using the service.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES.

6.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT THE MANUFACTURER OF EQUIPMENT AND INTERNET PACKAGE SOFTWARE, AND COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH THE EQUIPMENT OR SERVICE OR INTERNET PACKAGE SOFTWARE (WHETHER PURCHASED OR LEASED BY CUSTOMER FROM COMPANY OR ANOTHER), INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY TO THE EXTENT PERMITTED BY LAW ASSIGNS TO CUSTOMER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO EQUIPMENT OR INTERNET PACKAGE SOFTWARE PURCHASED BY CUSTOMER, AND CUSTOMER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

6.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN THE EQUIPMENT OR SOFTWARE, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT OR SOFTWARE UNDER THE MANUFACTURER'S WARRANTIES AND THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY EQUIPMENT OR SOFTWARE OR SERVICE PROVIDED HEREUNDER. WITHOUT LIMITING THE ABOVE, COMPANY SHALL HAVE NO LIABILITY OR OBLIGATION TO CUSTOMER, IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY CUSTOMER, SUCH AS, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR OTHER INCIDENTAL

OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND INCURRED BY CUSTOMER DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO ANY EQUIPMENT OR SERVICE OR SOFTWARE DESCRIBED HEREUNDER, WHETHER OR NOT CAUSED BY COMPANY'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW.

ANY REFERENCES TO EQUIPMENT OR SOFTWARE IN THIS PARAGRAPH SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT OR SOFTWARE PURCHASED BY CUSTOMER OR LEASED BY CUSTOMER FROM COMPANY OR ANOTHER LESSOR. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION MAY NOT APPLY. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY, FROM STATE TO STATE.

7. MAKING PURCHASES ON THE SERVICE. If Customer wishes to make purchases on the Service, Customer may be asked by the merchant or information or service provider from whom a purchase is being made to supply certain information including credit card or other payment mechanism information. Customer agrees that all information he or she provides any merchant or information or service provider on the Service for purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. Customer agrees to pay all charges incurred by users of his or her account and credit card or other payment mechanism at the prices in effect when such charges are incurred. Customer also will be responsible for paying any applicable taxes relating to purchases on the Service.

Customer acknowledges and agrees that Company cannot guarantee the security of his or her credit card or other payment mechanism information used to make purchases on the Service.

8. INDEMNIFICATION AND RELEASE. Customer agrees to release, defend, indemnify and hold harmless Company, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the equipment, products or services provided by Company or sued in conjunction with such equipment, products or services provided by Company and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the equipment or service, or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of Company, its agents or employees.

9. OPERATING RULES AND USER CONDUCT ON THE SERVICE. Customer agrees not to publish on or over the Internet content that violates or infringes upon the rights of any other. If Company is challenged by any third party regarding the suitability of Customer's content, Company may at Company's sole discretion delete Customer's content from the Internet service. Customer agrees not to send unsolicited electronic mail to Company's subscribers without Company's explicit written permission for each instance of communication.

While using the Service, Customer may not:

9.1 restrict or inhibit any other user from using and enjoying the Internet;

9.2 post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. import and export control laws and regulations;

9.3 post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;

9.4 post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

9.5 upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or upload, post, publish, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto, as the Service is copyrighted as a collective work under U.S. copyright laws.

Company has no obligation to monitor the Service. However, Customer agrees that Company has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Company will not intentionally monitor or disclose any private electronic-mail message unless required by law. Company reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation to this Agreement.

10. CUSTOMER AND USER RESPONSIBILITIES.

10.1 CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY OF ITS OWN COMPUTER SYSTEM, INCLUDING WITHOUT LIMITATION, ANY DEFECTS (i.e. "BUGS/VIRUSES") WHICH ARE IMPORTED TO ITS SYSTEM THROUGH THE INTERNET.

10.2 CUSTOMER PROVIDED EQUIPMENT WILL BE COMPATIBLE WITH COMPANY EQUIPMENT. CUSTOMER MAINTAINS COMPLETE RESPONSIBILITY FOR ITS COMPUTER SYSTEM, ITS COMPONENT PARTS, MODEM, AND APPLICATIONS.

10.3 CUSTOMER REPRESENTS AND WARRANTS TO COMPANY THAT CUSTOMER:

10.3.1 WILL NOT REPRODUCE, PUBLISH OR DISTRIBUTE CONTENT IN CONNECTION WITH THE SERVICE THAT INFRINGES ANY THIRD PARTY'S TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET, PUBLICITY, PRIVACY OR OTHER PERSONAL OR PROPRIETARY RIGHT; AND

10.3.2 WILL USE SERVICE IN COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, PROHIBITION ON THE USE OF TELECOMMUNICATIONS FACILITIES TO TRANSMIT ILLEGAL, OBSCENE, THREATENING, LIBELOUS, HARASSING, OTHER OFFENSIVE MESSAGES, OTHERWISE UNLAWFUL MATERIAL, OR ENGAGE IN ILLEGAL GAMBLING ACTIVITY. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY, ITS AFFILIATES, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY LIABILITY AND COSTS INCURRED IN CONNECTION WITH ANY CLAIM ARISING OUT OF ANY BREACH BY CUSTOMER OF THE REPRESENTATION AND WARRANTIES CONTAINED IN THIS SECTION 10.3.2. COMPANY MAY PARTICIPATE IN THE DEFENSE AT ITS EXPENSE.

10.4 CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING, MANAGING, EDITING REVIEWING, DELETING AND OTHERWISE CONTROLLING THE CONTENT OF MESSAGES OR INFORMATION IN CONNECTION WITH SERVICE. COMPANY IS ACTING AS A PASSIVE CONDUIT ONLY. COMPANY GIVES CUSTOMER COMPLETE DISCRETION OVER THE CONTENT TO BE ACCESSED OR DISTRIBUTED IN CONNECTION WITH THE SERVICE. COMPANY HAS NO OBLIGATION, AND UNDERTAKES NO RESPONSIBILITY TO DETERMINE WHETHER ANY SUCH CONTENT MAY GIVE RISE TO LIABILITY TO THIRD PARTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF COMPANY BELIEVES IN ITS SOLE DISCRETION THAT ANY CUSTOMER USE OF SERVICE MAY CREATE LIABILITY FOR COMPANY, COMPANY MAY TAKE ANY ACTIONS, INCLUDING BUT NOT LIMITED TO TERMINATION OF SERVICE, THAT COMPANY BELIEVES ARE PRUDENT TO MINIMIZE COMPANY'S POTENTIAL LIABILITY.

10.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF COMPANY REASONABLY BELIEVES THAT ANY CUSTOMER OR OTHER USER'S USE OF SERVICE INTERFERES WITH OTHER CUSTOMERS' OR USERS' USE AND ENJOYMENT OF THEIR SERVICE, OR CAUSES UNDUE BURDEN TO COMPANY FACILITIES, COMPANY MAY TAKE ANY REASONABLE ACTION, INCLUDING TERMINATION OF SERVICE.

10.6 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER COMPANY NOR ANY SUPPLIER OF FACILITIES OR SERVICES TO COMPANY SHALL BE LIABLE TO CUSTOMER OR ANY OTHER END USER, WHETHER SUCH LIABILITY ARISES UNDER WARRANTY, CONTRACT, STRICT LIABILITY IN TORT, NEGLIGENCE, OR OTHERWISE FOR LOST REVENUES, LOST PROFITS OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSES INDIRECTLY ARISING FROM CUSTOMER'S OR END USER'S USE OF OR INABILITY TO USE THE INTERNET ACCESS SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE PROBABILITY OF SUCH DAMAGES. ANY LOSS OR DAMAGE TO CUSTOMER OR END USER RELATING TO THE INTERNET ACCESS SERVICES SHALL BE LIMITED, IN THE AGGREGATE, TO DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL RECURRING MONTHLY FEES AND CHARGES PAID BY CUSTOMER TO COMPANY FOR INTERNET ACCESS SERVICES PURSUANT TO THIS CONTRACT.

11. RATES AND CHARGES. Unless otherwise agreed by Company, Customer will be billed in advance for monthly access base rate charges and in arrears for extended connect time, bandwidth, and diskuse charges. Unless otherwise agreed by Company Customer will be charged a minimum of one minute of connect time for each connected call. Chargeable connect time is measured from the time of channel seizure to channel termination for connected calls and shall be rounded up to the next one minute increment.

11.1 Payment is due to the Company each month upon receipt of bill by the Customer. Payment is to be made through a check, draft, or other negotiable instrument.

11.2 Customer shall be responsible for payment of charges for all services furnished by Company, including without limitation, Service establishment fees, Service connection charges and charges for enhanced features, sales and use taxes, other taxes required by law, fees or other extraction imposed by or for any municipal or other political authority against Company. Rates and charges shall be based on prices in effect at the time Service is furnished.

11.3 Payments received after the due date may incur a late payment charge of the Customer of 1.5% per month or the highest rate permitted by law of the unpaid balance for each month or fraction thereof that such balance shall remain unpaid.

11.4 In the event that Customer's equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer shall nonetheless be liable for all use and other charges attributable to the Internet access account ID.

11.5 When payment for Service or equipment is made by check, draft, or other negotiable instrument, a charge of \$20 may be made by Company for each time such item is returned unpaid to Company for any reason except to the extent limited by law.

11.6 Unless otherwise agreed by Company, Customer shall be responsible for all outstanding charges for service rendered and shall be responsible for all charges through the end of the billing cycle within which termination occurs, without proration of any such charge.

12. DEFAULT AND WAIVER.

12.1 In the event that Customer shall default in the payment when due of any sum due hereunder, or in the event of any default or breach of the terms and/or conditions of this agreement, or if any proceeding in bankruptcy, receivership or insolvency or petition for receivership shall be instituted by or against Customer, Company, at its option, may:

12.1.1 Proceed by appropriate court action or actions to enforce performance by Customer of the applicable covenants and terms of this agreement or to recover damages for the breach thereof; and/or

12.1.2 Terminate Service and this agreement, whereupon all rights and interests of Customer shall terminate and Customer shall remain liable for all Services provided. Re-provisioning of Service thereafter will be subject to ordinary sign-up fees, other service fees, and deposits.

12.2 Customer shall pay to Company on demand any and all past due amounts which Company may sustain by reason of such default or breach by Customer, together with all other charges as provided by this agreement, reasonable attorney's fees incurred by Company in connection with such breach or default by Customer and all other costs and expenses incurred by Company in collecting such amounts. All amounts shall be payable by Customer without set off or deduction of any kind.

12.3 The remedies provided in favor of Company in the event of default shall not be deemed to be exclusive but shall be in addition to all other remedies in its favor existing in law.

12.4 No failure on the part of Company to exercise any right or remedy arising directly or indirectly under this agreement shall operate as a waiver of any right or remedy it may have nor shall an exercise of any right or remedy by Company preclude any other right or remedy Company may have.

13. CONSUMER INFORMATION. Customer understands and agrees that, unless Company is notified to the contrary by calling 800-478-6409 or sending written notice to Company, Company and its contractors may publish

your name and other consumer information in one or more directories which may be accessed by other Internet users; in addition, unless Customer notifies Company to the contrary as provided above, Company and its contraArctic Slope Telephone Association Cooperative (ASTAC) inc.,
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1.3_ All terms and conditions in this agreement relating to copyright and proprietary rights of Company or affiliates shall survive termination of this agreement.

If Customer has questions related to this license agreement, please contact ASTAC, Inc. at 800-478-6409.

Company reserves the right to revise, in its sole discretion, the rates, terms, and conditions of its agreement with Customer. Company may modify rates, terms, and conditions of this agreement from time to time by placing a notice of such modification in the "updates" area of its web site (<http://www.astac.net>), by broadcast e-mail message to users, or by other means to users and/or non-users, and Customer's continued use of the Service following notice of such modification shall be deemed to be Customer's acceptance of any such modification. If Customer does not agree to any modification of this agreement, Customer must immediately stop using the Service.

Customer agrees to pay for Service pursuant to such revised rates, terms, and conditions, unless Customer terminates this agreement in accordance with the terms and conditions of this agreement. Company reserves the right to assign designate or change access account ID(s) and access phone number(s) when, in its sole discretion, such assignment designation or change is reasonable or necessary in the conduct of its business.

Service is subject to transmission limitations caused by atmospheric, topographical and any other like conditions.

Additionally, service may be temporarily refused, limited, interrupted or curtailed due to government regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because of equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of Company's Internet system.

Customer has access to service as long as they are actually using the Internet to send and receive data. This excludes the use of keeping the connection alive through the use of automation while customer is asleep or away. Company relies on the fact that Customers do not use the network unless they are personally fully engaged in its use. Should Customer's connection be idle for up to fifteen minutes Company will drop their connection.

Company's network is engineered to support, but does not guarantee, modem speeds up to 56K. Company does not guarantee uninterrupted service nor uninhibited access to service. Busy signals may occur which may prohibit access to the service.

2. USE OF SERVICE, EQUIPMENT, AND THE INTERNET. Service and equipment are furnished for use by Customer for lawful purposes only. Customer warrants that Customer is at least 18 years old.

Customer understands that access to the Internet in general may be gained through Company service and that all merchandise, information and services offered or made available or accessible through Company service or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with Company or its affiliates. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF COMPANY SERVICE AND THE INTERNET. NEITHER COMPANY NOR ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH COMPANY OR ON THE INTERNET GENERALLY, AND THEY SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH COMPANY SERVICE OR ON THE INTERNET GENERALLY.

CUSTOMER UNDERSTANDS FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE ILLEGAL, SEXUALLY EXPLICIT, OR MAY BE OFFENSIVE TO CUSTOMER. CUSTOMER ACCESSES SUCH MATERIALS AT HIS/HER OWN RISK. COMPANY HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

3. CUSTOMER SERVICE REQUESTS. Applications, including activation, a change or discontinuance of service, will be accepted only from Customer in writing via facsimile transmission, or via US mail, or over the phone with verification of USER ID, and Security Code.

4. LIMITATION OF COMPANY'S LIABILITY

4.1 CUSTOMER UNDERSTANDS THAT ALTERNATIVE AND COMPETING INTERNET COMMUNICATIONS CARRIERS ARE AVAILABLE TO CUSTOMER; OCCASIONAL INTERRUPTION OR IRREGULARITIES IN THE SERVICE MAY OCCUR; ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE; COMPANY CANNOT OFFER THE SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH CUSTOMER; AND COMPANY ASSUMES NO RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS AGREEMENT. ACCORDINGLY, CUSTOMER AGREES THAT EXCEPT AS LIMITED BY LAW, COMPANY'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, VIRUSES, ALL AND ANY PROBLEMS ASSOCIATED WITH Y2K (YEAR 2000), OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY COMPANY OR ANY UNDERLYING COMMUNICATIONS CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF COMPANY OR ANY UNDERLYING COMMUNICATIONS CARRIER TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION SHALL BE AS FOLLOWS:

4.1.1 A CREDIT ALLOWANCE AS DESCRIBED IN SUBSECTION 4.1.3 BELOW, WILL BE MADE AT CUSTOMER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO CUSTOMER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES FOR ACCESS AND OPTIONAL FEATURES PER ACCESS ACCOUNT ID, ALL AS DESCRIBED IN THE SCHEDULE OF RATES AND CHARGES IN EFFECT AT THE TIME OF INTERRUPTION.

4.1.2 THE COMPANY'S LIABILITY FOR DAMAGES IN REGARDS TO EXTRAORDINARY AND UNREASONABLE INTERRUPTIONS OF SERVICES, OR FOR MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE PROVISION OF THE SERVICE, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PRO-RATA CHARGES TO CUSTOMER FOR THE PERIOD DURING WHICH THE SERVICE IS AFFECTED IF REPORTED TO COMPANY.

4.1.3 A SERVICE INTERRUPTION PERIOD STARTS WHEN AN INOPERATIVE SERVICE IS REPORTED TO THE COMPANY AT TELEPHONE 800-478-6409, AND ENDS WHEN THE SERVICE IS OPERATIVE.

EVERY MONTH IS CONSIDERED TO HAVE 30 DAYS.

FOR PURPOSES OF ADMINISTERING THESE REGULATIONS ON CREDITS FOR SERVICE INTERRUPTIONS, A CUSTOMER'S ACCESS SERVICE MUST BE INTERRUPTED FOR A PERIOD IN EXCESS OF 48 HOURS AFTER BEING REPORTED TO COMPANY AT TELEPHONE 800-478-6409.

IF ACCESS SERVICE IS INTERRUPTED AS THE RESULT OF WIDESPREAD DISASTER, AND OTHER THAN BY THE NEGLIGENCE OR WILLFUL ACT OF THE CUSTOMER OR COMPANY AFFILIATES OR SERVICE PROVIDERS, NO REFUND SHALL BE REQUIRED.

4.1.4 IN CASE OF AN INTERRUPTION TO SERVICE, ALLOWANCE FOR THE PERIOD OF INTERRUPTION, IF NOT DUE TO THE NEGLIGENCE OF THE CUSTOMER OR END USER OR END USER'S EQUIPMENT, SHALL BE AS FOLLOWS:

NO CREDIT SHALL BE ALLOWED FOR AN INTERRUPTION OF LESS THAN 48 HOURS. THE CUSTOMER SHALL BE CREDITED FOR AN INTERRUPTION OF 24 HOURS OR MORE AT THE RATE OF 1/30 OF THE APPLICABLE FIXED MONTHLY RATES FOR EACH INTERRUPTED ACCESS ACCOUNT ID FOR EACH PERIOD OF 24 HOURS OR MAJOR FRACTION THEREOF THAT THE INTERRUPTION CONTINUES AFTER 48 HOURS. TWELVE (12) HOURS OR MORE CONSTITUTES A MAJOR FRACTION OF A 24 HOUR PERIOD.

IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.

4.1.5 A CREDIT ALLOWANCE WILL NOT BE GIVEN FOR THE FOLLOWING:

4.1.5.1 MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF CUSTOMER OR OTHER PARTIES, OR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY COMPANY.

4.1.5.2 NATURAL DISASTERS, EMERGENCIES, CATASTROPHES, SEVERE STORM OR OTHER EVENTS AFFECTING LARGE NUMBERS OF END USERS OR OTHER EXTRAORDINARY OR ABNORMAL CONDITIONS OF OPERATION, SUCH AS THOSE RESULTING FROM WORK STOPPAGES, CIVIL UNREST, OR OTHER EVENTS FOR WHICH THE COMPANY MAY NOT HAVE CONTROL.

4.1.5.3 INTERRUPTIONS OF SERVICE WHEN THE CUSTOMER HAS RELEASED THAT SERVICE TO THE COMPANY FOR MAINTENANCE PURPOSES, TO MAKE REARRANGEMENTS, OR FOR THE IMPLEMENTATION OF AN ORDER FOR A CHANGE IN THE SERVICE DURING THE TIME THAT WAS NEGOTIATED WITH THE END USER PRIOR TO THE RELEASE OF THAT SERVICE.

4.1.5.4 PERIODS WHEN THE CUSTOMER ELECTS NOT TO RELEASE THE SERVICE FOR TESTING AND/OR REPAIR AND CONTINUES TO USE IT ON AN IMPAIRED BASIS.

4.1.6 THE SERVICE FURNISHED BY COMPANY, IN ADDITION TO THE LIMITATIONS SET FORTH PRECEDING, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF COMPANY FOR LOSS OR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF THE UNDERLYING COMMUNICATIONS CARRIER, OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED OR UNAUTHORIZED USER, OR THE UNDERLYING COMMUNICATIONS CARRIER IN FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED USER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION, OR FAILURES OR DEFECTS IN FACILITIES FURNISHED BY COMPANY OR THE UNDERLYING COMMUNICATIONS CARRIER OCCURRED.

4.2 Company shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment, when caused by acts of god, fire, war, riots, government authorities, default of supplier, or other causes beyond Company's or any underlying communications carrier's control.

4.3 Customer acknowledges that Internet systems use public access facilities to transmit voice and data communications and that the service may not be completely private. Company is not liable to Customer for any claims, loss, damages or cost that may result from lack of privacy on the system.

4.4 Customer acknowledges that Internet systems may carry material, which may be considered abusive, profane, or sexually offensive and that Company is not liable to Customer for any claims, loss, damages or cost that may result from such material.

4.5 Customer hereby agrees to indemnify and save Company harmless against claims for libel, slander, or infringement of copyright from the material in any form over its facilities by Customer or those using Customer's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of Customer with the facilities of Company or any communications carrier; and against all other claims arising out of any act or omission of Customer in connection with the facilities or service provided by Company.

5. NO SERVICE WARRANTIES. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE..

NO ADVICE OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER COMPANY NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL COMPANY, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILLS, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

If customer is dissatisfied with the service or with any terms, conditions, rules, policies, guidelines, or practices of Company in operating the service, Customer's sole and exclusive remedy is to discontinue using the service.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES.

6.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT THE MANUFACTURER OF EQUIPMENT AND INTERNET PACKAGE SOFTWARE, AND COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH THE EQUIPMENT OR SERVICE OR INTERNET PACKAGE SOFTWARE (WHETHER PURCHASED OR LEASED BY CUSTOMER FROM COMPANY OR ANOTHER), INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY TO THE EXTENT PERMITTED BY LAW ASSIGNS TO CUSTOMER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO EQUIPMENT OR INTERNET PACKAGE SOFTWARE PURCHASED BY CUSTOMER, AND CUSTOMER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

6.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN THE EQUIPMENT OR SOFTWARE, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT OR SOFTWARE UNDER THE MANUFACTURER'S WARRANTIES AND THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY EQUIPMENT OR SOFTWARE OR SERVICE PROVIDED HEREUNDER. WITHOUT LIMITING THE ABOVE, COMPANY SHALL HAVE NO LIABILITY OR OBLIGATION TO CUSTOMER, IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY CUSTOMER, SUCH AS, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR OTHER INCIDENTAL

OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND INCURRED BY CUSTOMER DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO ANY EQUIPMENT OR SERVICE OR SOFTWARE DESCRIBED HEREUNDER, WHETHER OR NOT CAUSED BY COMPANY'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW.

ANY REFERENCES TO EQUIPMENT OR SOFTWARE IN THIS PARAGRAPH SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT OR SOFTWARE PURCHASED BY CUSTOMER OR LEASED BY CUSTOMER FROM COMPANY OR ANOTHER LESSOR. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION MAY NOT APPLY. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY, FROM STATE TO STATE.

7. MAKING PURCHASES ON THE SERVICE. If Customer wishes to make purchases on the Service, Customer may be asked by the merchant or information or service provider from whom a purchase is being made to supply certain information including credit card or other payment mechanism information. Customer agrees that all information he or she provides any merchant or information or service provider on the Service for purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. Customer agrees to pay all charges incurred by users of his or her account and credit card or other payment mechanism at the prices in effect when such charges are incurred. Customer also will be responsible for paying any applicable taxes relating to purchases on the Service.

Customer acknowledges and agrees that Company cannot guarantee the security of his or her credit card or other payment mechanism information used to make purchases on the Service.

8. INDEMNIFICATION AND RELEASE. Customer agrees to release, defend, indemnify and hold harmless Company, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the equipment, products or services provided by Company or sued in conjunction with such equipment, products or services provided by Company and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the equipment or service, or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of Company, its agents or employees.

9. OPERATING RULES AND USER CONDUCT ON THE SERVICE. Customer agrees not to publish on or over the Internet content that violates or infringes upon the rights of any other. If Company is challenged by any third party regarding the suitability of Customer's content, Company may at Company's sole discretion delete Customer's content from the Internet service. Customer agrees not to send unsolicited electronic mail to Company's subscribers without Company's explicit written permission for each instance of communication.

While using the Service, Customer may not:

9.1 restrict or inhibit any other user from using and enjoying the Internet;

9.2 post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. import and export control laws and regulations;

9.3 post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;

9.4 post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

9.5 upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or upload, post, publish, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto, as the Service is copyrighted as a collective work under U.S. copyright laws.

Company has no obligation to monitor the Service. However, Customer agrees that Company has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Company will not intentionally monitor or disclose any private electronic-mail message unless required by law. Company reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation to this Agreement.

10. CUSTOMER AND USER RESPONSIBILITIES.

10.1 CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY OF ITS OWN COMPUTER SYSTEM, INCLUDING WITHOUT LIMITATION, ANY DEFECTS (i.e. "BUGS/VIRUSES") WHICH ARE IMPORTED TO ITS SYSTEM THROUGH THE INTERNET.

10.2 CUSTOMER PROVIDED EQUIPMENT WILL BE COMPATIBLE WITH COMPANY EQUIPMENT. CUSTOMER MAINTAINS COMPLETE RESPONSIBILITY FOR ITS COMPUTER SYSTEM, ITS COMPONENT PARTS, MODEM, AND APPLICATIONS.

10.3 CUSTOMER REPRESENTS AND WARRANTS TO COMPANY THAT CUSTOMER:

10.3.1 WILL NOT REPRODUCE, PUBLISH OR DISTRIBUTE CONTENT IN CONNECTION WITH THE SERVICE THAT INFRINGES ANY THIRD PARTY'S TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET, PUBLICITY, PRIVACY OR OTHER PERSONAL OR PROPRIETARY RIGHT; AND

10.3.2 WILL USE SERVICE IN COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, PROHIBITION ON THE USE OF TELECOMMUNICATIONS FACILITIES TO TRANSMIT ILLEGAL, OBSCENE, THREATENING, LIBELOUS, HARASSING, OTHER OFFENSIVE MESSAGES, OTHERWISE UNLAWFUL MATERIAL, OR ENGAGE IN ILLEGAL GAMBLING ACTIVITY. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY, ITS AFFILIATES, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY LIABILITY AND COSTS INCURRED IN CONNECTION WITH ANY CLAIM ARISING OUT OF ANY BREACH BY CUSTOMER OF THE REPRESENTATION AND WARRANTIES CONTAINED IN THIS SECTION 10.3.2. COMPANY MAY PARTICIPATE IN THE DEFENSE AT ITS EXPENSE.

10.4 CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING, MANAGING, EDITING REVIEWING, DELETING AND OTHERWISE CONTROLLING THE CONTENT OF MESSAGES OR INFORMATION IN CONNECTION WITH SERVICE. COMPANY IS ACTING AS A PASSIVE CONDUIT ONLY. COMPANY GIVES CUSTOMER COMPLETE DISCRETION OVER THE CONTENT TO BE ACCESSED OR DISTRIBUTED IN CONNECTION WITH THE SERVICE. COMPANY HAS NO OBLIGATION, AND UNDERTAKES NO RESPONSIBILITY TO DETERMINE WHETHER ANY SUCH CONTENT MAY GIVE RISE TO LIABILITY TO THIRD PARTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF COMPANY BELIEVES IN ITS SOLE DISCRETION THAT ANY CUSTOMER USE OF SERVICE MAY CREATE LIABILITY FOR COMPANY, COMPANY MAY TAKE ANY ACTIONS, INCLUDING BUT NOT LIMITED TO TERMINATION OF SERVICE, THAT COMPANY BELIEVES ARE PRUDENT TO MINIMIZE COMPANY'S POTENTIAL LIABILITY.

10.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF COMPANY REASONABLY BELIEVES THAT ANY CUSTOMER OR OTHER USER'S USE OF SERVICE INTERFERES WITH OTHER CUSTOMERS' OR USERS' USE AND ENJOYMENT OF THEIR SERVICE, OR CAUSES UNDUE BURDEN TO COMPANY FACILITIES, COMPANY MAY TAKE ANY REASONABLE ACTION, INCLUDING TERMINATION OF SERVICE.

10.6 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER COMPANY NOR ANY SUPPLIER OF FACILITIES OR SERVICES TO COMPANY SHALL BE LIABLE TO CUSTOMER OR ANY OTHER END USER, WHETHER SUCH LIABILITY ARISES UNDER WARRANTY, CONTRACT, STRICT LIABILITY IN TORT, NEGLIGENCE, OR OTHERWISE FOR LOST REVENUES, LOST PROFITS OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSES INDIRECTLY ARISING FROM CUSTOMER'S OR END USER'S USE OF OR INABILITY TO USE THE INTERNET ACCESS SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE PROBABILITY OF SUCH DAMAGES. ANY LOSS OR DAMAGE TO CUSTOMER OR END USER RELATING TO THE INTERNET ACCESS SERVICES SHALL BE LIMITED, IN THE AGGREGATE, TO DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL RECURRING MONTHLY FEES AND CHARGES PAID BY CUSTOMER TO COMPANY FOR INTERNET ACCESS SERVICES PURSUANT TO THIS CONTRACT.

11. RATES AND CHARGES. Unless otherwise agreed by Company, Customer will be billed in advance for monthly access base rate charges and in arrears for extended connect time, bandwidth, and disk use charges. Unless otherwise agreed by Company Customer will be charged a minimum of one minute of connect time for each

connected call. Chargeable connect time is measured from the time of channel seizure to channel termination for connected calls and shall be rounded up to the next one minute increment.

11.1 Payment is due to the Company each month upon receipt of bill by the Customer. Payment is to be made through a check, draft, or other negotiable instrument.

11.2 Customer shall be responsible for payment of charges for all services furnished by Company, including without limitation, Service establishment fees, Service connection charges and charges for enhanced features, sales and use taxes, other taxes required by law, fees or other extraction imposed by or for any municipal or other political authority against Company. Rates and charges shall be based on prices in effect at the time Service is furnished.

11.3 Payments received after the due date may incur a late payment charge of the Customer of 1.5% per month or the highest rate permitted by law of the unpaid balance for each month or fraction thereof that such balance shall remain unpaid.

11.4 In the event that Customer's equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer shall nonetheless be liable for all use and other charges attributable to the Internet access account ID.

11.5 When payment for Service or equipment is made by check, draft, or other negotiable instrument, a charge of \$20 may be made by Company for each time such item is returned unpaid to Company for any reason except to the extent limited by law.

11.6 Unless otherwise agreed by Company, Customer shall be responsible for all outstanding charges for service rendered and shall be responsible for all charges through the end of the billing cycle within which termination occurs, without proration of any such charge.

12. DEFAULT AND WAIVER.

12.1 In the event that Customer shall default in the payment when due of any sum due hereunder, or in the event of any default or breach of the terms and/or conditions of this agreement, or if any proceeding in bankruptcy, receivership or insolvency or petition for receivership shall be instituted by or against Customer, Company, at its option, may:

12.1.1 Proceed by appropriate court action or actions to enforce performance by Customer of the applicable covenants and terms of this agreement or to recover damages for the breach thereof; and/or

12.1.2 Terminate Service and this agreement, whereupon all rights and interests of Customer shall terminate and Customer shall remain liable for all Services provided. Re-provisioning of Service thereafter will be subject to ordinary sign-up fees, other service fees, and deposits.

12.2 Customer shall pay to Company on demand any and all past due amounts which Company may sustain by reason of such default or breach by Customer, together with all other charges as provided by this agreement, reasonable attorney's fees incurred by Company in connection with such breach or default by Customer and all other costs and expenses incurred by Company in collecting such amounts. All amounts shall be payable by Customer without set off or deduction of any kind.

12.3 The remedies provided in favor of Company in the event of default shall not be deemed to be exclusive but shall be in addition to all other remedies in its favor existing in law.

12.4 No failure on the part of Company to exercise any right or remedy arising directly or indirectly under this agreement shall operate as a waiver of any right or remedy it may have nor shall an exercise of any right or remedy by Company preclude any other right or remedy Company may have.

13. CONSUMER INFORMATION. Customer understands and agrees that, unless Company is notified to the contrary by calling 800-478-6409 or sending written notice to Company, Company and its contractors may publish your name and other consumer information in one or more directories which may be accessed by other Internet users; in addition, unless Customer notifies Company to the contrary as provided above, Company and its contractors may make such information available to third parties from time to time. Customer understands further that merchants on the Internet in general may have access to such information and may make it available to third parties in accordance with their normal practices unless Customer notifies those merchants directly that you do not wish such information made available.

14. COMPANY ANTI-SPAM POLICY

It is contrary to the policy of Company for any user or Customer of Services to effect or participate in any of the following activities (defined as SPAM) through a Company provided Service:

14.1 To post a single article or advertisement, about which Company receives multiple complaints, to too many Usenet or other Newsgroups, forums, email mailing lists or other similar groups or lists;

14.2 To post to any Usenet or other Newsgroups, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;

14.3 To send unsolicited email, if such unsolicited email provokes complaints from the recipients;

14.4 To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Company provided account or remailer, or using a Company provided account as a maildrop for responses;

14.5 To falsify user information, including the falsification of e-mail addresses, provided to Company or to other users of the service in connection with use of Company Services.

Company considers the above practices to constitute abuse of its Service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by the terms and conditions of the Company Service. Engaging in one or more of these practices may result in:

14.6 Dropping of e-mail messages that do not contain the proper and necessary information.

14.7 Termination of the Customer's account and/or access to Company Services.

14.8 Informing any or all authorities of customer's actions upon receipt of appropriate subpoena.

14.9 Billing the offender or Customer for Company resources consumed, including bandwidth, CPU cycles, administration labor, downtime, etc... (but not limited to the listed resources) and levying cancellation charges to cover Company's costs.

14.10 Informing any or all recipients of Customer's SPAM of the personal and public information of the Customer.

Company reserves the right to implement any and all of the above actions as it may deem appropriate at any time, without limitation, in regard to upholding this Anti-Spam Policy. However, by not implementing a specific action, Company is not implying consent, lack of wrongdoing by the offending user or Customer, nor limiting its response in the future.

Nothing contained in this policy shall be construed to limit the actions or remedies of Company in any way concerning the foregoing activities.

15. FAILURE TO COMPLY WITH TERMS AND CONDITIONS

B Company may deny Customer access to all or part of the Service without notice if Customer engages in any conduct or activities that Company in its sole discretion believes violates any of the terms and conditions in this agreement. If Company denies Customer access to the Service because of such a violation, Customer shall have no right (1) to access through Company services any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to Customer, and such credit(s) will be forfeited, (3) to access third party services, merchandise or information on the Internet through Company, and Company shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

Customer agrees to defend, indemnify and hold Company and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this agreement by you or authorized or unauthorized users of your account, or in connection with the use of the service or the Internet or the placement or transmission of any message, information software or other materials on the Internet by you or authorized or unauthorized users of Customer's account.

16. ASSIGNMENTS. Neither this agreement nor Customer's rights hereunder shall be assignable by Customer except with Company's prior written consent. The conditions hereof shall bind any permitted successors and assigns of Customer.

17. SEVERABLE PROVISIONS. If any part of this agreement is contrary to or prohibited by or deemed invalid under applicable laws and regulations of any applicable jurisdiction, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining provisions and parts thereof shall remain and be construed in full force and effect to the extent permitted by law.

18. RENEWAL AND TERMINATION. Unless Customer or Company terminates this agreement as provided herein, and except as otherwise agreed, upon completion of any initial term of this agreement, this agreement shall renew on a month-to-month basis. Notice of Customer's intent to terminate this agreement shall be made in writing to the Company, Attn: ASTAC.net, Inc., at 800-478-6409, or via fax at 800-478-6409. Company reserves the right to not renew this agreement at any time prior to the conclusion of the initial or any renewal term by giving Customer notice of same.

19. MISCELLANEOUS

Tariffs. In the event that any of the services provided hereunder or the charges made therefore are, or at any time become, subject to any federal, state or local regulation or tariff, then the terms and conditions of this agreement, including the charges set forth, shall be deemed amended to conform to any conflicting terms and conditions in effect under such regulation or tariff. All non-conflicting terms and conditions of this agreement shall remain valid and effective.

20. ENTIRE AGREEMENT AND GOVERNING LAW.

Company's failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this agreement.

Customer acknowledges that this agreement contains the entire agreement between the parties relating to the services and/or equipment described in this agreement and that Company and its employees have not made orally or in writing any representations, warranties or agreements inconsistent with the terms of this agreement. This agreement supersedes all prior agreements and understandings, both oral and written, with respect to the subject matter hereof.

Customer agrees to notify Company within 30 days of any change of Customer's address.

This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflicts of law provisions. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

This agreement constitutes the entire agreement between Customer and Company with respect to the Service.

12/1/98
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