

Hidden Lake Wireless, Incorporated

Terms and Conditions of Service

I. GENERAL.

A. Agreement. This Agreement is made by and between Hidden Lake Wireless, Incorporated, a Michigan corporation. (“ISP”), and each of ISP’s customers (each a “Customer”) who request, accept or utilize ISP’s Internet access services. ISP shall provide the Customer with wireless Internet access services (“Services”) as described on ISP’s web site (www.hiddenlakewireless.com) (the “ISP Web Site”), including the selection of any options designated by written attachment hereto. Such Services are made available pursuant to the terms and conditions provided herein.

B. Acceptable Use Policy. Customer agrees to be bound by the ISP’s Acceptable Use Policy (“AUP”) as outlined below. The provisions of the AUP may be updated from time to time. The Customer acknowledges a responsibility to remain aware of the current provisions of the AUP, as they appear on the ISP Web Site.

Unless you have specifically subscribed for commercial grade service, the service is provided to you for personal, non-commercial use only. The service cannot be used for any enterprise purpose whatsoever whether or not the enterprise is directed toward making a profit. If it is your intention to use this service for these purposes, please contact the ISP to inquire whether commercial grade service programs are available.

The provided services may not be used to engage in any conduct that interferes with the ISP’s ability to provide service to others, including the use of excessive bandwidth.

The provided services may not be used in a manner that interferes with the ISP’s efficient operation of its facilities, the provision of services or the ability of others to utilize the ISP’s service in a reasonable manner. The ISP may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with this Acceptable Use Policy (“Network Management Tools”). These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, limiting the number of peer-to-peer sessions a user can conduct at the same time, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups and such other Network Management Tools as the ISP may from time to time determine appropriate.

The provided services may not be used to breach or attempt to breach the security, the computer, the software or the data of any person or entity, including the ISP, to circumvent the user authentication features or security of any host, network or account, to use or distribute tools designed to compromise security, or to interfere with another’s use of the ISP’s services through the posting or transmitting of a virus or other harmful item to deliberately overload or flood that entity’s system.

In using the ISP’s services, you may not use an IP address or client ID not assigned to you, forge any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting or probe, scan or test the vulnerability of any system or network by the use of sniffers, SNMP tools or any other method.

The ISP’s services may not be used to post or transmit content that violates child pornography statutes or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children, or other depictions of children, the primary appeal of which is prurient.

The ISP’s services may not be used to upload, post, transmit or otherwise make available any materials or content that violate or infringe on the rights or dignity of others. These include, but are not limited to, materials infringing or compromising intellectual property rights or the ability to maintain trade secrets and other personal information as private; the ability to avoid hate speech; threats of physical violence; harassing conduct; sexually oriented material that is offensive or inappropriate; and unsolicited bulk e-mail.

The ISP’s services may not be used to engage in or foster any consumer fraud such as illegal gambling, “Make Money Fast” schemes, chain letters, Pyramid, or other investment schemes, or to make or encourage people to accept fraudulent offers by e-mail, USENET or other means, of products, items or services, originating from your account, or through a third party which implicates your account or to post or transmit off-topic or commercial messages on bulletin boards.

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You may not engage in any of the above activities using the service of another ISP, while channeling such activities through your ISP Service account or using this account as a mail drop for responses.

C. Use of the Services. Use of Services shall be limited to Customer, Customer's family members, employees, and others who are generally physically present within the confines of the Customer's own residence or business premises (collectively, "Authorized Users"). Customer is expressly prohibited from selling to or sharing any Services provided by ISP with any person who is not an Authorized User. It is the responsibility of the Customer to notify the ISP of any discontinuity in the Services. Notwithstanding any provision of this Agreement, ISP shall not be liable to Customer for any claim arising from or based upon the combination, operation or use of the Services with Customer's equipment, data or programming. Should additional Services be requested by Customer subsequent to ISP's provision of initial Services to Customer, Customer and ISP agree to execute a supplemental agreement for such Services, as appropriate. Customer agrees that any such additional Services will be offered under and pursuant to the terms, conditions, and limitations as set forth in such supplemental agreements.

D. Domain Names and IP Addresses. ISP will assign to Customer a single dynamic Internet Protocol (IP) address. Fixed IP addresses may be assigned for an additional monthly charge. Such IP addresses are the property of ISP and upon termination of this Agreement may no longer be used by Customer. In certain circumstances, ISP may require Customers to change their fixed IP addresses. Any public domain names utilized by Customer will be and remain Customer's property and Customer shall be solely responsible for the maintenance of such domain names and the expense thereof. It shall also be the Customer's responsibility to assure that the Customer's domain names are resolved to the appropriate IP address.

E. Right to Make Service Changes. ISP retains the right to change in its sole discretion and without liability to Customer, the methods, processes and/or the suppliers by which ISP provides Services to Customer.

F. Customer Premises Equipment: All equipment provided by the ISP including, but not limited to radio transceivers, radio antennae, power supplies, routers, cabling and network interface cards, shall remain the property of the ISP. All payments made by the Customer to the ISP are for installation of said equipment and for continuing service. Customer shall be liable for any damage to equipment provided by the ISP if said damage is caused through obvious abuse or neglect by the Customer.

G. Additional Facilities Requirements. In the event ISP is required to construct and/or acquire telecommunications facilities in order to provide Services to Customer, Customer acknowledges and agrees that ISP therefore incurs significant costs in provisioning such Services to Customer, including costs associated with constructing and/or acquiring the telecommunications facilities necessary for delivery of Services to Customer. In addition to any other rights and remedies ISP may have, Customer agrees that if Customer cancels this Agreement after signature but prior to the Service Commencement Date, or if Customer terminates this Agreement prior to expiration of its initial term, Customer shall reimburse ISP for all costs ISP incurs in constructing and/or acquiring such telecommunications facilities.

H. Subscribed Bandwidth. The ISP agrees to provide access to the Internet to the Customer in accordance with this agreement. Additionally, the Customer subscribes to a specific uplink and downlink bandwidth or data rate. It shall be understood that this subscribed rate is a best-effort rate and is not guaranteed at all times. The ISP agrees to add additional network capability or make other arrangements if the Customer cannot realize the subscribed bandwidth on a regular basis.

II. PAYMENT.

Customer shall pay ISP for Services pursuant to the terms and conditions of this Agreement. Monthly charges for Services shall be as posted on the ISP Web Site from time to time. Prices for Services are exclusive of any applicable taxes and surcharges. Customer agrees to pay the applicable set-up, installation and disconnect fees, if any, as invoiced upon ISP acceptance of Customer's request for Services, or as otherwise agreed by the parties in writing. Installation and disconnect fees are non-refundable unless otherwise agreed to in writing by ISP. ISP may

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delay activation of Service to the Customer if the initial invoice is not paid when due.

Regular billing for the Services will begin on the Service Commencement Date (as defined below). Thereafter, invoices will be payable monthly in advance, and will be payable 15 days after the date of the invoice, or otherwise on the date specified on each invoice. Invoices will include, but not be limited to, that period's fees for basic Services, plus any other fees resulting from Customer's choice of additional Services, and any applicable taxes. Customer agrees that any additional Services requested will incur additional fees and charges, and Customer agrees to pay these fees and charges when invoiced. Invoices not paid within 15 days after the date of the invoice, unless otherwise specified on the invoice, will be past due and subject to a 1.5% per month Finance Charge or the maximum rate permitted by law, whichever is less, on all past-due balances.

In lieu of periodic invoicing of Customer, ISP may require Customer to designate a bank account from which ISP is authorized by Customer to collect by electronic direct debit the monthly payments payable by Customer hereunder. Customer's acceptance of Services shall constitute Customer's authorization to ISP to collection such payments due from Customer by electronic direct debit against Customer's bank account.

Customer agrees to reimburse ISP for any costs incurred as a result of any collection activity, including but not limited to reasonable attorneys' fees. Customer agrees that ISP may request information from a credit reporting agency to enable ISP to assess Customer's credit history, and that ISP may alter these billing arrangements as a result, upon notice to Customer.

III. TERM of AGREEMENT.

This Agreement shall become effective upon Customer's request for Services. ISP will notify Customer when the Services are installed or connected and are available for use. The date of such notice shall be the service commencement date ("Service Commencement Date"). Billing will begin on the date on which ISP notifies the Customer that the requested service or facility is available for use, unless the date is extended by the Customer's refusal in writing to accept service which does not conform to standards set forth in this Agreement, in which case the Service Commencement Date shall be the date of the Customer's acceptance of service. The parties may mutually agree upon a substitute Service Commencement Date. If Customer notifies ISP in writing or otherwise that the Customer is not prepared to utilize the Service after ISP has notified the Customer that the requested Services are ready for use (for reasons other than those set forth above), ISP may nevertheless begin billing the Customer on the Service Commencement date. ISP may bill the Customer for any costs it has incurred in preparing its Services for the original due date, as well as any costs it will incur up until the date that the customer accepts service. ISP shall not be liable for any damages whatsoever resulting from delays in meeting requested or specified service dates, or inability to provide Services. Customer agrees to cooperate with ISP to accomplish service activation by providing access to Customer's premises and facilitating testing and service delivery requirements.

Unless the Customer is otherwise notified in advance in writing, the initial Services term shall be for a period of thirty (30) days from the Service Commencement Date. If the Customer does not cancel the Agreement before the end of the initial term or a successive term, ISP will automatically renew this Agreement for an additional successive term of like duration, pursuant to the terms and conditions set forth herein. In the event Customer desires to terminate this Agreement, Customer must give written notice to ISP not later than 30 days prior to the desired termination date. ISP may cancel this Agreement at any time upon 30 days written notice to Customer.

IV. DEFAULT and TERMINATION.

A. Default. If Customer (a) fails to pay any amount required under this Agreement when due and such failure continues for ten (10) days after written notice to Customer that the same is due and payable, (b) fails to comply with any other material provision of this Agreement and such noncompliance continues for thirty (30) days after written notice to Customer thereof, or (c) Customer cancels or terminates Services at any time before completion of the term of this Agreement, then ISP may elect to pursue one or more of the following courses of action, as applicable: (i) terminate this Agreement, whereupon all nonrecurring and recurring charges are immediately due and payable, (ii) take appropriate action to enforce payment, including suspension or discontinuance of all or any part of the Services, and/or (iii) pursue any other remedies as may be provided at law or in equity. Additionally, any of the following events shall constitute a default and either party may terminate this Agreement due to any of

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the following events and pursue any of the remedies outlined in this Section: the insolvency, corporate reorganization, arrangement with creditors, receivership or dissolution of the Customer or ISP; institution of bankruptcy proceedings by or against either party; or assignment or attempted assignment of the Agreement or any interest therein by the Customer without the prior written consent of ISP. ISP may charge for reconnection of the Service in the event ISP has suspended Customer's Service for default. Notwithstanding the foregoing, any termination of this Agreement by ISP shall not be construed as an exclusive remedy and shall not preclude or waive ISP's right to pursue any other available remedies.

B. Denial of Service During Default. At any time when Customer has failed to make any payment within 15 days of the day it was due, or has breached any other provision of the Agreement and not immediately cured such breach upon notice thereof, then ISP may deactivate Customer's Services until all required payments are made or such breaches are cured. ISP shall have no obligations or liability to Customer as a consequence of any such deactivation of Services.

C. Cancellation without Notice. If Customer cancels any or all Services prior to the expiration of the term of this Agreement, due to reasons other than a material breach of this Agreement by ISP, at ISP's option, as an alternative to other remedies available to ISP upon Customer's default and as liquidated damages, the Customer shall immediately pay to seventy-five percent (75%) of charges due for Services through the remainder of the contract term.

D. Termination. ISP is authorized to permanently deactivate the Services and Customer shall stop using the Services and upon the termination of this Agreement.

E. Return of Equipment. Upon termination of this Agreement, Customer agrees to permit ISP access to Customer's premises for the purpose of removing and recovering ISP-owned equipment. Customer is liable for any damage to said equipment beyond normal wear and tear.

V. SOFTWARE LICENSE.

Customer agrees not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code from any ISP or third-party software, or to permit or authorize a third party to do so. Title to such software, and all related technical know-how and intellectual property rights therein are and shall remain the exclusive property of ISP and/or its suppliers, unless licenses or purchased directly by the Customer. Customer shall not take any action to jeopardize, limit or interfere in any manner with ISP and its supplier's ownership of and rights with respect to any licensed software.

ISP PROVIDES, AND CUSTOMER HEREBY ACCEPTS, ANY ISP OR THIRD PARTY SOFTWARE PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH THE SERVICES "AS-IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN SHALL BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. ISP DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE. ISP ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE UTILIZED BY CUSTOMER.

VI. DISCLAIMER OF WARRANTIES.

ISP MAKES NO REPRESENTATION OR WARRANTY WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, SYSTEM EQUIPMENT OR ISP-OWNED OR PROVIDED EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. ISP SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS NETWORK, AN ACCOUNT, OR THAT THE SERVICE WILL BE ERROR-FREE, WHETHER OR NOT SUCH SERVICE IS USED BY CUSTOMER OR AN END USER. IN ADDITION, ISP MAKES NO WARRANTY WITH RESPECT TO ANY SOFTWARE OR HARDWARE PRODUCTS ("PRODUCTS") USED OR PROVIDED BY ISP IN CONNECTION WITH AN ACCOUNT. ANY

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PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY CLAIMS, WHETHER ACTUAL OR ALLEGED, ARE THE DIRECT RESPONSIBILITY OF THAT PRODUCT'S MANUFACTURER. ISP ASSUMES NO RESPONSIBILITY FOR ANY ACTIONS OR LIABILITIES ARISING FROM THE POSSESSION OR USE OF THE PRODUCTS.

VII. LIMITATION OF LIABILITY.

A. WITH RESPECT TO CLAIMS OR SUITS BY CUSTOMERS, OR ANY OTHER PERSONS HEREUNDER, FOR DAMAGES RELATING TO OR ARISING OUT OF ACTS OR OMISSIONS UNDER THIS AGREEMENT, ISP'S LIABILITY FOR SERVICE INTERRUPTIONS, IF ANY, SHALL BE LIMITED TO CREDIT ALLOWANCES FOR FUTURE ADDITIONAL SERVICES, AND SHALL IN NO CASE ARISE IN CONNECTION WITH SERVICE INTERRUPTIONS OF A DURATION OF SEVEN DAYS OR LESS. CUSTOMER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS WHICH ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF ISP. MALFUNCTION OF, OR CESSATION OF INTERNET SERVICES BY ISP OR BY ANY OF THE NETWORKS WHICH FORM THE INTERNET MAY MAKE RESOURCES CUSTOMER WISHES TO USE TEMPORARILY OR PERMANENTLY UNAVAILABLE.

CUSTOMER AGREES THAT ISP SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF INTERNET SERVICES NOT SUBJECT TO CONTROL OF ISP, OR DUE TO ANY ACCIDENT OR ABUSE BY CUSTOMER. ISP SHALL NOT BE LIABLE FOR ANY BREACH OF SECURITY ON THE CUSTOMER'S NETWORK.

B. ISP SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM: (1) THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATION OR USE OF AN ACCOUNT, EQUIPMENT, OR SERVICES; (2) ANY ACT OR OMISSION OF CUSTOMER, OR ITS AUTHORIZED USERS OR AGENTS, OR ANY OTHER ENTITY FURNISHING EQUIPMENT, PRODUCTS OR SERVICES TO CUSTOMER; OR (3) ANY PERSONAL OR PROPERTY DAMAGES DUE TO THE LOSS OF STORED, TRANSMITTED OR RECORDED DATA RESULTING FROM THE SERVICES OR THE EQUIPMENT, EVEN IF ISP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ISP'S LIABILITY FOR DIRECT DAMAGES BE GREATER THAN THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO ISP DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL IT EXCEED \$500.

C. IN NO EVENT SHALL ISP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF DATA, GOODWILL OR PROFITS, SAVINGS OR REVENUE, HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT, STRICT LIABILITY OR ANY CAUSE WHATSOEVER, OR ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY.

VIII. INDEMNIFICATION.

Customer agrees to indemnify, defend and hold ISP and its officers, directors, employees, representatives, agents, affiliates and suppliers harmless from and against any claims, actions, demands, losses, damages and expenses including attorney's fees, relating to any violation of this Agreement, including but not limited to any breach of this Agreement by Customer, its Authorized Users, or other users of its account, the placement or transmission of any message, information, software or other materials on the Internet by Customer or Authorized Users of Customer's account, or Customer's traffic being processed through the ISP. This indemnification shall survive the termination of the Agreement.

IX. REGULATORY AND LEGAL COMPLIANCE.

The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on existing law and regulations as they exist on the date of execution of this Agreement. Customer and ISP agree that in the event of any effective decision by a legislative body, regulatory or judicial order, rule, regulation,

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arbitration or dispute resolution or other legal or regulatory action materially affecting the provisions of this Agreement at the federal, state or local level, either party may, by providing written notice to the other Party, require that the affected provisions of this agreement be renegotiated in good faith to conform to applicable law, and this Agreement shall be amended accordingly.

X. MISCELLANEOUS.

This Agreement, including any attachments hereto, represents the complete agreement and understanding of the parties with respect to the Services, and supersedes all other agreements whether written or oral, including but not limited to, any advertising, brochures, proposals, representations or understandings regarding the subject matter hereof, and shall prevail if any conflict arises. This Agreement may be modified only by written agreement or as specifically provided herein. Customer may not sell, transfer, or assign this Agreement without the prior written consent of ISP, which consent shall not be unreasonably withheld, provided advance written notice is provided to ISP. Any assignment in derogation of the foregoing sentence is null and void, and does not relieve Customer of its obligations under the Agreement. ISP may freely assign this Agreement.

This Agreement shall be governed by the substantive law of the State of Michigan without reference to its principles of conflicts of laws, and Customer consents to the nonexclusive jurisdiction of the federal and state courts of the State of Michigan. Except as otherwise provided for in the Agreement, no remedy conferred by any of the specific provisions of the Agreement or available to a party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies. ISP shall not be responsible for any failure to perform due to unforeseen circumstances or due to a cause beyond ISP's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages or failures of telecommunication or computer resources, fuel, energy, labor or materials. These terms and conditions only apply to the Services ordered as described herein. If Customer obtains other Services, those Services will be governed by the terms of respective service agreements.