

M-22 Internet Project, LLC
Service Terms and Conditions

This Service Agreement (“Agreement”), consisting of these terms and conditions, the COS (as defined below) and all other documents referenced herein, is entered into as of the date set forth on the COS by and between M-22 Internet Project, LLC (“We” or “Provider”) and the individual or entity named on the COS to which this Agreement is attached (“You”, “Your” or “Customer”) and sets forth the terms and conditions under which Provider will make available certain of its internet access services, including any service features that may be available or provided as part of the service offering Customer has elected to receive (e.g., electronic mail, portal components, home networking, etc.), (collectively, the “Service”). “Affiliate” means an entity that controls, is controlled by or is under common control with Provider.

By using the Service, You agree to be bound by the terms of this Agreement and all documents incorporated by reference herein, including, without limitation, the AUP (as defined below), as each may be amended from time to time.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

WE REGULARLY UPDATE AND AMEND THIS AGREEMENT, THE AUP, THE PRIVACY POLICY (as defined below), AND OTHER DOCUMENTS INCORPORATED BY REFERENCE IN THIS AGREEMENT. PROVIDER WILL COMMUNICATE ANY SUCH UPDATES OR AMENDMENTS TO YOU IN ACCORDANCE WITH SECTION 10(g). YOU MAY OBTAIN, AT NO CHARGE, A COPY OF THE CURRENT AGREEMENT OR ANY DOCUMENTS INCORPORATED BY REFERENCE HEREIN BY CONTACTING PROVIDER.

1. Equipment for Provision of the Service

(a) Customer Equipment. To use the Service, You must have a personal computer and other equipment meeting Provider’s most recent “Minimum Customer Equipment Specifications”, as the same may be modified from time to time by Provider. The Minimum Customer Equipment Specifications may change, and Provider may make reasonable efforts to support previously acceptable configurations; however, Provider is not obligated to continue to provide such support. Although Provider is under no obligation to do so, Provider may, and You authorize Provider to, perform any updates and/or changes to Your equipment, on-site or remotely, from time to time as Provider deems necessary, in Provider’s sole discretion. Provider does not provide technical assistance for third-party hardware or software. You will direct any questions concerning third-party hardware or software to the manufacturer. Except as set forth below with respect to Provider Equipment, Provider has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that You elect to use in connection with the Services. **You will not connect any equipment, other than equipment authorized by Provider, to the Provider Equipment (as defined below). You understand that failure to comply with this restriction may cause damage to Provider’s network and subject You to liability for damages and/or other liability. You agree not alter, modify or tamper with the Provider Equipment or the Service, or permit any other person to do the same, unless such person has been authorized to do so by Provider.**

(b) Provider Equipment. You acknowledge that at the time of installation of the Service, the equipment listed on the confirmation of sale (the “COS”) was installed (such equipment listed in the COS, the “Provider Equipment”). You further acknowledge that the Provider Equipment may, at Provider’s sole discretion, be refurbished or otherwise used equipment. You agree that the Provider Equipment was installed at a location and in a manner authorized by You. The Provider Equipment is and shall remain the property of Provider. At such time as You or Provider terminate the Service, You will return the Provider Equipment to Provider within 15 calendar days, and in accordance with Provider’s then-current return procedures. In the event that You have not returned the Provider Equipment within 15 calendar days as set forth in the previous sentence, or in the event that the Provider

Equipment is damaged or otherwise inoperable, You will pay each applicable "Equipment Non-Return Fee".

(c) Access to Your Premises. You hereby grant Provider and its Affiliates, and their respective employees, contractors and agents the right to enter Your property and premises at any time for the purpose of operating or maintaining the Provider Equipment or Provider's network, retrieving Provider Equipment or fulfilling its obligations or exercising its rights under this Agreement. Provider shall provide You with reasonable advance notice of any such planned access, except when, in the reasonable opinion of Provider, an emergency or other exigent circumstance exists that would require Provider to immediately enter Your property and premises.

(d) Customer's Obligation to Maintain Power to Provider Equipment. You understand and agree that: (i) You must provide electrical power and a continuous connection to the power grid to Provider Equipment at all times (including, without limitation, when You are not using the Service) and (ii) Your failure to provide such power and continuous connection may result in damage to the Provider Equipment or to Your computer, equipment, property or premises, for which damage You will be solely responsible.

(e) Replacement and Upgrade of Provider Equipment

(i) Unless the COS indicates the Provider Equipment Assurance Plan is "Not Included", Provider will repair, replace, or otherwise upgrade any Provider Equipment that, as determined by Provider in its sole discretion, needs to be installed, replaced or otherwise upgraded. Notwithstanding the foregoing, You will be solely liable for, and Provider shall have no obligation to repair, replace or otherwise upgrade, any Provider Equipment that has been, in Provider's sole discretion, damaged or otherwise requires repair, replacement or upgrade as a result of damage or disruption caused by misuse or neglect or otherwise caused by You, including, without limitation, damage or disruption caused by Your failure to comply with Section 1(d) or by Your failure to comply with the last sentence of Section 1(a).

(ii) If the COS indicates the Provider Equipment Assurance Plan is "Not Included", beginning on the date of installation of the Service and for a one-year period thereafter, Provider provides a limited warranty against any defect in materials or workmanship in the Provider Equipment that is warranted by the manufacturer of such Provider Equipment. During this one-year period, in the event there is a problem with the Provider Equipment, that is, as determined by Provider in its sole discretion, not a result of action or inaction on the part of You, that cannot be corrected either over the telephone or onsite, Provider will, as its sole obligation and Your sole remedy for such problem, repair or replace such Provider Equipment at Provider's expense. This warranty expressly excludes defects in the Provider Equipment caused by acts of nature (such as, but not limited to, lightning damage), damage from misuse or neglect, water damage, damage caused by Your failure to comply with Section 1(d) or damage or other disruption caused by Your failure to comply with the last sentence of Section 1(a). After such one-year period, You will be solely liable for any and all damage to any Provider Equipment.

(iii) If the COS indicates the Provider Equipment Assurance Plan is "Not Included", You understand and agree that Provider's ability to provide an appropriate quality of Service to You and the other customers on Provider's network may from time to time require upgrades or replacement of the Provider Equipment, and You will be obligated to pay the then-applicable "Equipment Upgrade Fee" as established by Provider from time to time, at such time as Provider determines, in its sole discretion, that the Provider Equipment needs to be upgraded or replaced.

2. Customer's Representations, Responsibilities and Warranties

(a) If Customer is an individual, Customer represents and warrants that he or she is at least 18 years of age and has legal authority to execute this Agreement. If customer is an entity, the individual executing this Agreement represents and warrants he or she has legal authority to execute this Agreement on behalf of Customer.

(b) You agree that the Service is personal to You and agree not to assign, transfer, resell or sublicense Your rights under this Agreement unless specifically permitted by the terms of this Agreement. You agree that the

Service and the Provider Equipment shall be used only by You and by members of Your immediate household living with You at the same address, and You will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured. You acknowledge that You are executing this Agreement on behalf of all persons who use the Service by means of the Provider Equipment. You agree that You are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, the AUP and any other documents incorporated by reference in this Agreement, whether such breach results from Your use of the Service or by another using Your equipment or the Provider Equipment.

(c) You represent and warrant that You will not use the Service in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any employee or representative of Provider or its Affiliates; or (v) transmits any virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Provider reserves the right to suspend Your access the Service at any time upon receipt of claims or allegations from third parties or authorities or if Provider is concerned that You may have breached the immediately preceding sentence. You (and not Provider or its Affiliates) remain solely responsible for Your use of the Service and any material transmitted through the Service, and You warrant that You possess all rights necessary to transmit such material.

(d) You represent and warrant that the identifying information You provided and will provide to Provider during the term of this Agreement, including without limitation Your legal name, email address for communications with Provider (such email address, as the same may be modified from time to time by Customer upon notice to Provider, the "Account Email Address"), Service address, billing address, telephone number(s), the number of computers on which the Service is being accessed and payment data (including without limitation information provided when authorizing Automated Clearing House payments or other recurring payments) (all such information, collectively, the "Customer Information") is accurate, complete and current. You agree to promptly notify Provider, in accordance with the terms of this Agreement, upon the occurrence of any change in the status of Your account (including, without limitation, the creation or removal of an Authorized User (as defined below)) or if there is any change in the Customer Information. Your failure to provide and maintain accurate Customer Information with Provider constitutes a breach of this Agreement.

(e) You agree that You are responsible for anyone using the Provider Equipment, Your computer system, password, name or user name in connection with the Service (with or without Your knowledge or consent) and for ensuring that anyone who uses the Service through the Provider Equipment, Your equipment or access to the Service, does so in accordance with the terms and conditions of this Agreement (including, without limitation, the AUP). You agree to take all reasonable measures necessary to ensure that the Service is not used by another without Your consent.

(f) Provider requires You to comply with, and You agree to comply with, the terms of Provider's Acceptable Use Policy ("AUP"), as the same may be updated or amended from time to time. You agree that You received a copy of the then-in-effect AUP when You executed this Agreement. Subject to Section 10(g), Provider may update or amend the AUP at any time without Your consent, and all such updates or amendments shall be deemed to be incorporated by reference into this Agreement.

(g) You are responsible for procuring and installing patches, any and all anti-virus and firewall software/hardware and operating system patches, updates or supplements that may be necessary for (i) the protection and maximum functionality of Your computer and related equipment and the Provider Equipment and (ii) the protection of Provider's network and other customers. For purposes of clarification, Provider and its Affiliates hereby disclaim any and all responsibility and liability for any damages that may arise from Your failure to procure or install the aforementioned security or other software and/or hardware and You agree that Provider and its Affiliates shall have no liability for Your failure to do the same.

(h) You represent that there are no legal, contractual or similar restrictions on the installation of the Provider Equipment in the location(s) and in the manner authorized by You. You are responsible for ensuring compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants,

conditions or other restrictions related to the installation of the Provider Equipment and Service, for paying any fees or other charges and obtaining any permits or authorizations necessary for the installation of the Provider Equipment and/or provision of the Service (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements.

(i) You are responsible for backing up the data on Your computer(s) and network(s) and Provider shall have no liability whatsoever for any loss of data.

3. The Service and Privacy

(a) Provider has established a Privacy Policy ("Privacy Policy"). Customer agrees that Customer received a copy of the then-in-effect Privacy Policy at the time Customer executed this Agreement. Subject to Section 10(g), Provider may update or amend the Privacy Policy at any time without Customer's consent, and all such updates or amendments shall be deemed to be incorporated by reference into this Agreement.

(b) Provider has no obligation to monitor content transmitted by use of, or other information related in any way to the provision or receipt of, the Service. However, Customer agrees that Provider has the right to monitor the Service and any and all information transmitted through the Service or by use of the Provider Equipment and information available to Provider regarding Customer's computer and other equipment in accordance with this Agreement. Provider has the right at all times and without notice to remove, restrict access to or make unavailable any information or content residing on Provider's or its Affiliates' or service providers' servers. Provider has the right to monitor, review, retain or disclose any content or other information in Provider's possession about or related to Customer (including, without limitation, Customer Information), Customer's use of the Service, or otherwise, as necessary to satisfy any applicable law, or otherwise as Provider deems necessary or appropriate in Provider's sole discretion. Provider's use and disclosure of Customer Information, any information or other content transmitted through the Service or the Provider Equipment, and information otherwise available to Provider through this Agreement and Provider's provision of the Service, is subject to the Privacy Policy.

(c) Customer authorizes Provider to make inquiries and to receive information about Customer's credit history from others and to utilize such information in its decision regarding its provision of the Service to Customer.

(d) Provider may require that Customer use a username and password combination or other reasonable procedures to confirm Customer's identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service through Provider's authorized customer service channels. Customer may also choose to designate an authorized user of Customer's account (an "Authorized User"), who will be permitted to access Customer's account information and make certain changes to Customer's account. Customer will be solely liable for any and all action or inaction by any Authorized User.

4. Your Payment Obligations

(a) **Deposit.** Prior to installation of the Service, You paid the "Initial Deposit" set forth in the COS. At the time of installation of the Service, You paid the "Installation Fee Due" and the "Partial Month Payment" set forth in the COS. Together, the Initial Deposit, the Installation Fee Due, the Partial Month Payment, and the Optional Installation Charges (if any) constitute the "Total Deposit". You agree that the Total Deposit was paid in consideration of Provider's making the Service available on the terms and conditions set forth in this Agreement, that Provider has earned the Total Deposit in full and that the Total Deposit is not refundable. If any portion of the Total Deposit remains unpaid at the time of execution of this Agreement, You will pay such amount promptly after execution of the Agreement.

(b) You agree to pay the "Optional Installation Charges" (if any) set forth on the Supplemental Installation Order Form (if applicable), on or before the first day of Your "Monthly Billing Cycle". Except as set forth on the COS, Your Monthly Billing Cycle begins on the first day of each month. Notwithstanding the foregoing, Provider may modify Your Monthly Billing Cycle upon at least 15 calendar days' advance notice to You.

(c) You agree to pay the applicable "Monthly Equipment Assurance Fee" set forth on the COS, if any;

provided, however, You may, on 10 calendar days' advance notice to Provider, elect to discontinue participation in the "Equipment Assurance Plan" as then in effect, effective on the first day of Your next Monthly Billing Cycle, in which case this Agreement shall be deemed to be amended such that the COS indicates "Provider Equipment Assurance Plan Not Included". If the COS indicates "Provider Equipment Assurance Plan Not Included", You may, on 10 calendar days' advance notice to Provider and payment of applicable fees, elect to commence or resume participation in the Equipment Assurance Plan as then in effect, provided, however, the Equipment Assurance Plan shall not apply, and the COS shall only be deemed not to indicate "Provider Equipment Assurance Plan Not Included" as of the first day of the second Monthly Billing Cycle commencing after such notice.

(d) You agree to pay the applicable Monthly Service Fee and Monthly Equipment Assurance Fee, if any, (collectively the "Monthly Fees"), in advance, on or before the first day of the Your Monthly Billing Cycle. For each Monthly Billing Cycle with respect to which You do not pay on time (including without limitation if Your Monthly Fees are not received by Provider on or before the first day of the Monthly Billing Cycle), You agree to pay the "Billing Administrative Fee" as established by Provider from time to time. You and Provider specifically agree that the Billing Administrative Fee is not a late fee, but rather is intended to compensate provider for its additional expense incurred in processing irregular payments, and may be changed at any time without notice to You.

(e) Provider shall not be obligated to provide the Service during Monthly Billing Cycles for which You have not paid the applicable Monthly Fees in advance. If at any time Your account has past due amounts or upon Your violation of this Agreement (including any documents incorporated by reference herein), Provider may, in Provider's sole and absolute discretion, suspend provision of the Service to You and/or terminate this Agreement. Amounts are past due if not paid before the first calendar day of Your Monthly Billing Cycle. You acknowledge and agree that Provider is not required to provide notice before suspending the Service and/or terminating this Agreement, and Provider will not be liable to You or any Authorized User for any such suspension or termination or any damages that may result therefrom.

(f) During the "Term Commitment" set forth in the COS, You agree to pay the "Monthly Service Fee" set forth in the COS for at least the number of Monthly Billing Cycles set forth in the COS as the "Active Months Commitment", if any. In the event You terminate the Service prior to the expiration of the Term Commitment, You will pay Provider an "Early Termination Fee" equal to the greater of (i) the amount set forth on the COS as the Early Termination Fee, if any, or (ii) an amount equal to (A) the number of months remaining in the Term Commitment, times (B) the Monthly Service Fee. Such Early Termination Fee shall be due and payable immediately upon termination of the Service.

(g) Subject to Your obligation set forth in Section 4(f), You may commence an "Inactive Period" by emailing Provider at billing@m22project.com no later than 10 days prior to the first day of the Monthly Billing Cycle during which You want the Inactive Period to commence. Inactive Periods will only begin on the first day of a Monthly Billing cycle. During any Inactive Period, You will pay the "Inactive Month Fee" set forth in the COS and Provider may suspend the Service. No Inactive Period may exceed the "Maximum Inactive Period Length" set forth in the COS, and You are limited to the "Maximum Inactive Periods" set forth in the COS.

(h) If the COS includes a "Monthly Data Allowance", for each Monthly Billing Cycle during which the Provider Equipment transmits data in excess of the Monthly Data Allowance, You agree to pay the "Charge Per Additional GB" for each additional GB (or portion thereof) of data that is transmitted via the Provider Equipment in each Monthly Billing Cycle as the "Overage Charge". You agree to pay any Overage Charge at the same time Your next Monthly Service Fee is due.

5. Disclaimer of Warranties

(a) YOU AGREE THAT YOU USE THE SERVICE AND THE PROVIDER EQUIPMENT AT YOUR SOLE RISK. THE SERVICE AND PROVIDER EQUIPMENT ARE PROVIDED ON AN "AS-IS BASIS" AND EXCEPT TO THE LIMITED EXTENT SPECIFICALLY SET FORTH IN SECTION 1, IF APPLICABLE, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. NEITHER PROVIDER NOR ITS AFFILIATES WARRANTS: (I) UNINTERRUPTED USE OF SERVICE; (II) THAT THE SERVICE WILL BE

ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE OR OTHER HARMFUL COMPONENTS, EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED; or (III) THAT ANY DATA OR FILES CUSTOMER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER'S COMPUTER. THIS INCLUDES, BUT IS NOT LIMITED TO, INCIDENTS OF FILE SHARING, PRINT SHARING OR USE OF OTHER MEANS THAT ENABLE INTERNET USERS TO GAIN ACCESS TO YOUR COMPUTER OR NETWORK OR PROVIDER EQUIPMENT OR TO MONITOR YOUR ACTIVITY AND CONDUCT WHILE USING THE SERVICE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

(b) In addition Provider may, in its sole discretion, make available to You security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, anti-spyware or anti-adware software for Your use on Your computer system(s) in conjunction with the Service. Any such security software provided by Provider to You is intended to provide only a minimal level of protection to Your computer system(s). YOU UNDERSTAND AND AGREE THAT PROVIDER AND ITS AFFILIATES, AND THIRD-PARTY SUPPLIERS OF ANY SUCH SECURITY SOFTWARE, DO NOT GUARANTEE ITS ACCURACY, EFFICACY OR PERFORMANCE. YOU UNDERSTAND AND AGREE THAT PROVIDER AND ITS AFFILIATES AND THIRD PARTY SUPPLIERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM(S) (OR THE INFORMATION STORED THEREIN) THAT MAY RESULT FROM USE OF THE SECURITY SOFTWARE OR FROM ITS NON-PERFORMANCE.

(c) EXCEPT AS SPECIFICALLY SET FORTH IN THE COS, YOU UNDERSTAND AND AGREES THAT NEITHER PROVIDER NOR ITS AFFILIATES GUARANTEES THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON PROVIDER'S NETWORK OR THAT ANY SPEED OR THROUGHPUT OF YOUR CONNECTION TO PROVIDER'S NETWORK WILL BE AVAILABLE TO YOU. YOU understand and agree that the availability and speed of the Service provided at Your premises may vary depending upon a number of factors, including Your computer system(s), associated equipment and other devices accessing the Service, the terrain and location of Your premises, foliage between Provider Equipment and other components of Provider's network, internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Provider's control and system failures, modifications, upgrades and repairs.

(d) You understand and agree that Provider may in the future offer other customers on Provider's network Service with specific minimum service standards (including, without limitation, minimum standards for speed, bandwidth, latency or availability) (such minimum service standards that may be offered in the future "Future Enhanced Service"). You understand and agree that Provider shall be under no obligation to provide any Future Enhanced Service to You unless and until Provider and You have executed a new agreement with respect to such Future Enhanced Service, which agreement may include, without limitation, such increased or modified Monthly Fees and additional terms and conditions as Provider and You may agree.

(e) You understand that Provider may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Provider's AUP (such tools and techniques, "Network Management Tools"). These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code or managing network resources through techniques such as limiting the number of simultaneous peer-to-peer sessions that You may conduct, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups, and such other Network Management Tools as Provider may from time to time determine appropriate.

(f) You further understand and agree that, to allocate bandwidth across all of its users, Provider may employ traffic-management technology, including but not limited to packet-reset technology, which technology may materially slow the uploading of certain files.

(g) You further understand and agree that, in order to provide redundancy or increased efficiency or otherwise to enhance Provider's network, Provider may install additional equipment at Your premises, and any such equipment not set forth in the COS shall be deemed to be Provider Equipment for the purposes of this

Agreement. You further understand and agree that Provider may use the Provider Equipment to provide Service to others in a manner that secures and separates Your traffic and local area network from Service provided to others.

(h) THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

6. Limitation of Liability

(a) TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL PROVIDER OR ITS AFFILIATES OR SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE THE SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF \$100 OR THE FEES PAID BY CUSTOMER FOR THE SERVICE DURING THE 12-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND PROVIDER'S REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

(b) You agree that Provider may block traffic to or from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network or eliminate spam. You agrees that Provider shall be entitled to damages if You transmit or are otherwise connected with the transmission of spam. You agree that Provider is entitled to actual damages, however, if actual damages cannot be reasonably calculated, You agree to pay Provider liquidated damages of five dollars for each piece of spam transmitted from or otherwise connected with Your account.

(c) You acknowledge and agree that when using the Service to access the internet or any other online network or service, there are certain risks that may enable other internet users to gain access to or use of Your computer(s) or other equipment. You are responsible for putting in place and should put in place all appropriate security measures when using the Service. You are responsible for any misuse of the Service that occurs through Your account, whether by a member of Your household or an authorized or unauthorized third party.

7. AGREEMENT TO ARBITRATE

(a) YOU AND PROVIDER AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS BETWEEN YOU AND PROVIDER. The agreement between You and Provider to arbitrate all disputes and claims between them is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between You and Provider, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising), claims that are currently the subject of purported class action litigation in which You are not a member of a certified class and claims that may arise after the termination of this Agreement. For the purposes of this Section 7, references to "You" include Your subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all Authorized Users or unauthorized users or beneficiaries of the Service. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND PROVIDER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice ("Arbitration Notice"). An Arbitration Notice to Provider must be addressed to Provider at the address set forth in this Agreement for notices. An Arbitration Notice to You must be addressed to You at Your then-current billing address. The Arbitration Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If You and Provider do not reach an agreement to resolve the claim within 60 days after the

Arbitration Notice is received, You or Provider may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Provider or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or Provider is entitled.

(c) The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (the “AAA”), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879 or written request to the Provider. The arbitrator shall be bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are reserved to the decision of a court of competent jurisdiction. Unless You and Provider agree otherwise, any arbitration hearings shall take place in Grand Traverse County, Michigan. The right to a hearing shall be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The party initiating arbitration proceedings shall bear all the arbitration-related costs and expenses of both parties including, without limitation, legal fees and expenses.

(d) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and Provider agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

(e) Notwithstanding any provision in this Agreement to the contrary, You and Provider agree that if Provider makes any future change to this arbitration provision (other than a change to the address to which an Arbitration Notice is to be sent), You may reject any such change by sending Provider written notice within 30 days of the change. By rejecting any future change, You agree that You will arbitrate any dispute between You and Provider in accordance with the language of this provision.

8. Indemnification

(a) You agree to indemnify and hold harmless Provider, its Affiliates, and their respective members, officers, employees, agents and contractors (collectively, the “Provider Indemnitees”) from any claims brought against any Provider Indemnitee(s) related to Your use of the Service or any violation of this Agreement (including the AUP and all other documents incorporated herein by reference) including, but not limited to, claims that Your use of the Service infringed on the patent, copyright, trademark or other intellectual property right of any third party and claims resulting from Your negligence. You agree to pay any attorneys’ fees incurred by Provider and/or any other Provider Indemnitee in connection with the defense of any such third-party claims.

9. Termination of the Service

(a) **IF YOU CANCEL THE SERVICE OR ANY ASPECT THEREOF FOR ANY REASON, PROVIDER SHALL NOT BE REQUIRED TO REFUND YOU ANY PORTION OF THE MONTHLY FEES PAID BY YOU FOR THE MONTH IN WHICH CANCELLATION OCCURS.**

(b) You may terminate the Service at any time by following Provider’s then-in-effect cancellation procedures, or by calling Provider at Provider’s customer service telephone number as set forth on Provider’s website; provided, however, that Provider may take reasonable steps to verify Your identity and authority before effecting such termination, which steps may include, without limitation, requiring Your written confirmation of such termination before the same shall be effective, and provided further, that any termination request received later than the tenth calendar day before the first day of the Your Monthly Billing Cycle shall not be effective until the end of Your next full Monthly Billing Cycle. Upon termination, You agree to pay any account balance and any applicable Early Termination Fee, and to return any Provider Equipment or pay the Equipment Non-Return Fee as

set forth in Section 1(b).

(c) The Service and all Service features are subject to availability on an ongoing basis. You understand that Provider may cease to offer the Service or any Service feature at any time, for any reason or no reason, and without notice to You. Without limiting the generality of the foregoing, Provider may suspend, disconnect or terminate the Service at any time without prior notice if Provider believes in its sole discretion that You have (i) failed to pay Your bill when due, (ii) threatened or harassed any Provider employee, agent or contractor or (iii) violated the AUP or any other provision of this Agreement.

(d) If the Service to You is disconnected for any reason or Service is suspended in accordance with this Agreement, Provider may charge You (i) for Service during the period of disconnection or suspension in accordance with applicable federal and state law and (ii) reasonable disconnection and reconnection fees.

(e) In the event that Your account is suspended, disconnected or terminated, no refund, including of fees paid by You to Provider, shall be granted. Moreover, Provider shall not be responsible for the return of data stored on Provider's servers, including web and e-mail servers. You agree that Provider has no obligation to visit Your home upon termination to reconfigure Your computer(s) or for any other reason.

(f) Sections 3 through 10 shall survive any termination or expiration of this Agreement.

10. Miscellaneous

(a) This Agreement (including all documents incorporated herein by reference) constitutes the entire agreement with respect to the Service. This Agreement supersedes and nullifies all prior understandings, promises and undertakings made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

(b) The Parties agree that any Affiliates of Provider are intended beneficiaries of this Agreement. Except as set forth in the previous sentence, this Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and Provider.

(c) No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement and neither party has any authority of any kind to bind the other in any respect.

(d) Provider shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Provider's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

(e) This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Michigan without regard to conflicts of law provisions. Subject to the agreement between Customer and Provider with respect to arbitration of any disputes, Customer agrees that the federal and state courts of Michigan alone shall have jurisdiction over all disputes arising under this Agreement and Customer consents to the personal jurisdiction of those courts.

(f) If any term, covenant, condition or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term, covenant, condition and provision shall be valid and enforceable to the fullest extent permitted by law.

(g) Provider may change, amend, alter, or modify this Agreement at any time. Provider may notify Customer of any change either by posting that change on Provider's website (m22project.com), by sending Customer an e-mail or by U.S. mail. If Customer continues to use the Service after such notice has been made, Customer agrees that such continued use shall be deemed to be Customer's acceptance of those changes. The current version of this Agreement, as the same may be modified by Provider from time to time, shall supersede any prior version of this Agreement that may have been provided to Customer at any time.

(h) Except as specifically set forth in this Agreement, any notices under this Agreement shall be effective as follows:

(i) *If to You:* notice shall be made by (i) email to Your Account Email Address or (ii) by first-class mail to You at Your billing address then on file with Provider. If by email, such notice shall be deemed effective when transmitted by Provider. If by first-class mail, such notice shall be deemed effective upon the earlier of (a) three business days after dispatch or (b) at such time as actually received by You.

(ii) *If to Provider:* notice shall be made exclusively by first-class mail to Provider at Post Office Box 199, Arcadia, MI, 49613, or such other address as Provider may from time to time publish to You, and such notice shall be deemed effective upon receipt.

(i) You may not assign this Agreement, or Your rights or obligations under this Agreement, without Provider's prior written consent, and any purported assignment by You without such consent shall be void. Provider may transfer or assign any portion or all of this Agreement at any time without notice to You, and You waive any notice that may be required by law.

(j) Except as otherwise provided herein, the failure of any party 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.

(k) You and Provider have executed this Agreement by their signatures (or, in the case of Provider, the signature of Provider's authorized person) on the COS.