



MASTER SERVICE AGREEMENT

Terms of Agreement

This Agreement is effective on the date accepted by UTMI.net at its corporate office in Indian River, MI and the term of this Agreement commences the day specified in this Agreement or the day service is "activated" by UTMI.net at all customers location and shall continue thereafter for a minimum of one (1) year. The customer agrees to have UTMI.net as its exclusive service provider for all services covered under this Agreement. Customer understands they are signing and agreeing to UTMI.net's Voice services in the event DSL was not available and could not be provided under the same terms of this agreement.

Rates, Charges, Payments

The customer is responsible for the payment to UTMI.net of the rates and charges specified in the Service Exhibit. All rates and charges, as defined herein, shall become payable when this Agreement comes into effect, pursuant to the terms contained above. All charges specified in this Agreement are expressly exclusive of any applicable taxes, the later of which shall be payable by the Customer and which shall be itemized separately by UTMI.net. Rates and charges are due monthly on the 21st day of the effective date. Interest on any overdue payments owing to UTMI.net pursuant to this agreement may accrue on a daily basis and will apply at a rate of 1.5% per month (18% per annum). Service interruption does not relieve customer from the obligation to pay all charges and penalties. In the event Customer's account is fully suspended by UTMI.net and then reinstated, Customer will be assessed a \$50.00 reinstatement fee per line. The rates and charges specified in this Agreement are subject to revision by UTMI.net at any time and may change due to regulatory or change in law or at the discretion of UTMI.net for all service provided by UTMI.net. All authorized credits to be reimbursed will be retroactive for no more than 90 days from the date the request was received.

UTMI.net Obligation's

UTMI.net will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to Customer as a result of any UTMI.net service, equipment or facilities, or the acts or omissions or negligence of UTMI.net employees or agents. UTMI. Net shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government or any state and local governments having or claiming jurisdiction over UTMI.net, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the company's employees. UTMI.net shall not be liable for any act or omission of any entity furnishing to UTMI.net or to UTMI.net's customers facilities or equipment used for or with the services UTMI.net offers. UTMI.net shall not be liable for any damages or losses due to the fault or negligence of UTMI.net or due to the failure or malfunction of customer-provided equipment or facilities.

- A. UTMI.net will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to Customer as a result of any UTMI.net service, equipment or facilities, or the acts or omissions or negligence of UTMI.net employees or agents.
- B. UTMI. Net shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government or any state and local governments having or claiming jurisdiction over UTMI.net, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the company's employees.
- C. UTMI.net shall not be liable for any act or omission of any entity furnishing to UTMI.net or to UTMI.net's customers facilities or equipment used for or with the services UTMI.net offers.
- D. UTMI.net shall not be liable for any damages or losses due to the fault or negligence of UTMI.net or due to the failure or malfunction of customer-provided equipment or facilities.
- E. Explosive Atmosphere. UTMI.net does not guarantee nor make any warranty with respect to installation it provides for use in an explosive atmosphere. The customer indemnifies and holds UTMI.net harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. UTMI.net reserves the right to require each business customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- F. UTMI.net is not liable for any defacement of or damage to customers premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- G. UTMI.net shall be indemnified, defended and held harmless by the customer against any claim, loss, or damage arising from the customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications.
- H. UTMI.net makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

Customer Obligation's

- A. Customer shall at its own expense undertake any and all preparations required to comply with UTMI.net's installation and maintenance instructions.
- B. Customer shall be precluded from doing any of the following:
 1. Posting or transmitting any transmission constituting or encouraging that would constitute a criminal offense, giving rise to civil liability, or otherwise violating any local, state, national, or international law, including without limitation of U.S. export control laws and regulations.
 2. Post or transmit any information of software which contains a virus, worm, cancelbot, or other harmful component. Hacking, or otherwise attempting to access restricted areas of any network or computer system.
 3. Upload, post, publish, transmit, distribute, or participate in the transfer or sale, or in any way exploit any information, software, or other proprietary right, or derivative works with respect thereto, without permission of the copyright owner.
 4. Abuse or fraudulently use the Service in any way not set forth above.
- C. Customer and its authorized users shall not resell the Service to any other party without having executed a separate Reseller Agreement with UTMI.net.
- D. Customer is responsible for any and all line conditioning costs at \$49.00 each.
- E. Customer is responsible for the repair and/or replacement of any equipment that is the property of UTMI.net due to any damage while equipment is in the possession of customer.
- F. Customer is prohibited to change any passwords set up in all of UTMI.net's equipment without the authorization of UTMI.net's management. UTMI.net will charge a fee to reprogram passwords that customer changed without authorization. Fee will be applied to customers' account.
- G. Once the service order has been complete, customer is responsible for payment to UTMI.net for rates and charges specified in UTMI.net service agreement.
- H. Customer understands that DSL may not be available in some areas due to pair gain or distance and that this does not constitute as a breach of agreement on UTMI.net's behalf for phone service contract. Customer understands and agrees that they are still responsible for fulfilling the term for all voice services.

- I. Customer acknowledges that access to the Service under this Agreement is intended for the use of the Customer only.
- J. Agreement will auto renew without notice unless 45 day written authorization is received. If notice is not received contract will renew at the above agreed to terms and conditions.

Termination

Either party may terminate this Agreement after the initial term, by providing the other party (90) days written notice prior to the expiration of the current term. Accounts must be current with a \$0.00 balance at the time notice is submitted to UTMI.net. Any termination shall not relieve the Customer of its obligation to pay any charges for the remaining termination request. Moreover, UTMI.net may terminate this Agreement, or suspend the provision of Service to the Customer without notice at any time in the event of the occurrence of any the following.

- A. Failure by the Customer to pay all required rates and charges under this Agreement to UTMI.net on the payment date specified in UTMI.net's billing statement to Customer.
- B. Breach of any covenant, term or condition of the Agreement.
- C. The Customer makes an assignment for the benefit of creditors or becomes bankrupt or insolvency, it being understood that the appointment of a Receiver or Trustee of the property and assets of the Customer is conclusive evidence thereof.
- D. UTMI.net is unable to provide the service by reason of any law, rule, regulation, or municipal, state or federal authority, including but not limited to, any regulatory authority having jurisdiction.
- E. If, for any reason, UTMI.net deems it necessary, and in the best interest of UTMI.net, that the user be removed from the service immediately.

Early Termination

If Subscriber cancel/terminates service within the period of the agreed upon term for any reason, Subscriber will be subject to termination liability charges. Termination liability charge is \$500.00 in addition to the remaining term monthly charges. Additional charges may apply based on current promotions. Subscriber agrees to pay reasonable attorney's fees and legal expenses incurred by Seller as a result of the Subscriber's failure to comply with the terms and conditions set forth in this Agreement. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Emmet County, Michigan shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws of the state Michigan.

Disclaimer of Warranties

No Warranty; Customer agrees that Customer uses the Service and any software and equipment supplied by UTMI.net at Customer's sole risk. The Service and UTMI.net equipment are provided on an "as-is basis"; without warranties of any kind, including without limitation any warranties of non-infringement, fitness for a particular purpose and merchantability. UTMI.net does not warrant uninterrupted use of service. UTMI.net does not warrant that the Service Customer sends or receives via the Service will be free from the unauthorized access by others or that other users will be unable to gain access to Customer's computer. The modem that is purchased by Customer from UTMI.net has a 10 day warranty from time of delivery. Repair and/or replacement of modem thereafter will be the responsibility and expense of Customer. Customer agrees that an \$84.00 charge per Tech visit will be Customer's responsibility if Tech needs to revisit Customer's site after lines have been certified working and with dial tone at Customer's NI, Network Interface.

General Provisions

These terms and conditions shall be binding upon, insure to the benefit of, and be enforceable by the respective successors and permitted assigns of Customer and UTMI.net. Service shall not be assigned by Customer without the prior written consent of UTMI.net. UTMI.net may, without Customer's consent, assign its' obligations to provide Service or its' rights to receive payment from Customer. UTMI.net may subcontract service to be provided to Customer, but shall retain responsibility to Customer for such Service. In the event that one or more provisions of these terms and conditions conflict with any other current agreement between Customer and UTMI.net, the terms of such agreement shall supercede the provision(s) set forth herein. UTMI.net reserves the right to update and modify these Terms & Conditions at any time. Visit UTMI.net for the current edition and for general information.