

INTERNET WIRELESS SERVICE AGREEMENT

This **Internet Wireless Service Agreement** (“Agreement”) is made and entered into as of the date of wireless equipment installation by and between the Subscriber and **Cooperative Light & Power Association** (“Provider”), a Minnesota Cooperative.

Provider will provide Wireless Internet Access Service (“Internet”) to Subscriber, where available, consisting of services and access to data communications equipment that provides “Full Access” to the global computer network known as the Internet via a wireless transmission signal. This signal is sent to an antenna located on Subscriber’s premises. “FULL ACCESS” is further defined by the terms of this Agreement, which will constitute the entire Agreement between Provider and the Subscriber.

1. Full Access means access via a wireless connection to Subscriber. Said wireless connection is in a bandwidth that will be up to 7 Mbps in equivalency. Subscriber’s access will be limited by routine maintenance, use of Internet by other subscribers, weather conditions, acts of God and other unforeseen consequences. Further, access may be limited by conditions affecting the Internet at locations not owned or controlled by this Provider.
2. Internet may only be used for lawful purposes. Transmission of any material in violation of any U.S. or state, or local regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.
3. It is agreed by both parties that Provider has no ability to regulate any types of information, content, material or data (“content”) sent or transmitted by Subscriber, nor regulate any types of content Subscriber may view, receive or otherwise download. Consequently, Subscriber agrees to indemnify and hold harmless Provider from any claims resulting from Subscriber’s use of the service that damages Subscriber or another party. In part, this means Subscriber is responsible for the use of the Internet by all parties accessing the Internet through Subscriber, such as employees, agents, and non-employees and non-agents otherwise allowed access.
4. The Subscriber agrees to indemnify Provider against liability for the actions of each person to whom it allows to use the services provided by this Agreement. Any access to other networks connected to Provider must comply with the rules appropriate for that other network. Use of the Internet itself may only be for any lawful purpose.
5. Connectivity is provided for Subscriber only. Resale or use of the connection by another user or organization is prohibited. This includes, but is not limited to, providing website hosting services by Subscriber.
6. The Subscriber is responsible for and must provide all telephone lines, communications equipment, and software necessary to access the Internet. Provider, at its discretion, may assist the Subscriber in obtaining the proper telephone lines, communications equipment and software. Provider is not responsible for the installation, maintenance, compatibility or performance of any equipment or software not provided by Provider, and Customer shall indemnify Provider and its affiliates against any infringement claims arising out of the use of such third party equipment or software with the Service. If such third party equipment is likely to cause hazard or service obstruction, Customer shall eliminate such likelihood at Provider’s request. Provider will troubleshoot difficulties caused by such third party

equipment or software at Customer's request, at Provider's standard rates and terms. In the event Customer provides any router to interface with the Service, Customer must cooperate with the Provider in configuring and managing such router(s) in order to implement and operate the Service.

7. Provider's Internet services are for Subscriber's use only. Subscriber may have as many terminals accessing the Internet, as Subscriber wants, as long as said terminals are located on Subscriber's premises. Subscriber is allowed to have 10 e-mail accounts.
8. Upon 30 days notice to Subscriber, in e-mail or in writing, Provider may modify this Agreement, or operating rules. Such modifications may include maintenance schedules and discontinuance of parts of the service. Cooperative Light & Power reserves the right to modify these Terms and Conditions by making notice 30 days in advance to the effective date of change.
9. COOPERATIVE LIGHT & POWER MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED REGARDING THE QUALITY OF THE INTERNET ACCESS SERVICE TO BE PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO, THE CONDITION, MERCHANTABILITY, FITNESS, ADAPTABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE INTERNET ACCESS SERVICE. THE INTERNET ACCESS SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER COOPERATIVE LIGHT & POWER NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE INTERNET ACCESS SERVICE SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE INTERNET ACCESS SERVICE OR INABILITY TO USE THE INTERNET ACCESS SERVICE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, YOUR OWN ERRORS OR OMISSIONS. USE OF ANY INFORMATION OBTAINED VIA COOPERATIVE LIGHT & POWER IS AT YOUR OWN RISK. COOPERATIVE LIGHT & POWER SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES. NO ADVICE OR INFORMATION GIVEN BY PROVIDER'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY. Provider has no obligation to monitor the Service; however, Provider may monitor the Service and disclose information gained from such monitoring in order to satisfy any law, regulation or other governmental or individual request, to operate the Service and administer Provider's network, or to protect itself or its subscribers.
10. Monthly charges for the services provided under this Agreement are invoiced in advance of the term in which the Internet Access Service is provided. Charges that occur during the use of the Internet Access Service will be accumulated and included in the following months invoice.
11. Internet shall cost Subscriber \$59.95 per month. The installation fee will be \$250.00 and due at the time of the first statement. Terms of contract will be month to month. Cooperative Light & Power will retain all ownership of all antenna (Customer Premise Equipment) used to provide the Service. Subscriber can cancel contract by paying out remainder of the months left in the contract as specified in this Agreement and returning all Customer Premise Equipment to Cooperative Light & Power.
12. All charges are to be paid in full, within ten (10) days of mailing to: Cooperative Light & Power, 1554 Highway 2, P.O. Box 69, Two Harbors, Minnesota 55616.

13. If any payment due hereunder is not made by the Subscriber within thirty (30) days after the invoice date, a late charge of one dollar or one and one-half percent (1-1/2%) of the outstanding balance, whichever is greater, per month shall be due and payable with respect to such payment. Payments to Cooperative Light & Power are non-refundable. No refunds will be given for canceled accounts unless the account is clearly defective and non-working. The Account Period under this Agreement is three years, and will be extended for one-year Account Periods unless either party notifies the other of cancellation within thirty (30) days from the end of the Account Period. Cancellation of accounts can be made to the other party by phone, fax or postal mail and will terminate at the end of the Account Period.
14. Provider may, in addition, and at its sole direction, and without notice to Subscriber (a) suspend its performance under this Agreement and Subscriber's access to and use of the Internet or (b) terminate this Agreement and Subscriber's access to and use of Internet, in which case the remainder of this Agreement shall be deemed void. Cooperative Light & Power reserves the right to change the rates and otherwise modify these Terms and Conditions by making notice 30 days in advance to the effective date of change. Violation of the Terms of this Agreement by Subscriber may cause suspension or termination of Internet services by Cooperative Light & Power.
15. The laws of the State of Minnesota will govern this Agreement. Any claims or cause of action related to this Agreement must be instituted within one year after the claim or cause of action has arisen or be considered forever barred. The invalidity of any portion of any provision of this instrument shall not affect the validity of the remainder of any such provisions or the remaining provisions of this Agreement.
16. Any actions or claims arising under this Agreement shall be venued in Lake County, Minnesota.
17. Both parties are responsible for their own attorney's fees and costs associated with the creation, negotiation and execution of this Agreement. Each party shall be responsible to the other for any attorney's fees and costs associated with enforcing that parties rights under this Lease, if successful in any court action or arbitration associated with enforcing said rights.