



Alphacomm.net

A Subsidiary of Upper Peninsula Telephone Company

Providing Exceptional DSL, Dial-Up,
and Long Distance Services

397 US 41 N – P.O. Box 86
Carney, MI 49812
Telephone: 906-639-3500
Fax: 906-639-9935

TERM AGREEMENT FOR USE OF THE ALPHACOMM.NET DSL INTERNET ACCESS OF ALPHA ENTERPRISES LIMITED, INC. AND UPPER PENINSULA TELEPHONE COMPANY

By your use of the Alphacomm.net DSL Internet access product provided hereunder, you are consenting to be bound by and are becoming a party to this Agreement. If you do not accept and agree to all the terms and conditions of this Agreement, please notify us that you wish to terminate the service. To terminate, contact Alphacomm.net.

1. Alphacomm.net Internet and DSL (Local): 906.639.3500
2. Alphacomm.net Internet and DSL (Toll-Free): 877.450.3500
3. Alphacomm.net After Hours Answering Service: 866.585.8414

This Agreement is between the Alpha Enterprises Limited, Inc. (AEL) ("our" or "we") company that provides service in your area and the participant ("you" or "your"). This Agreement sets forth the terms and conditions under which you agree to use AEL's DSL Internet access ("Service(s)"). DSL, or Digital Subscriber Line, means Asymmetrical Digital Subscriber Line ("ADSL"). Unless otherwise provided, the terms and conditions for the equipment used in association with this service are those terms and conditions provided by the equipment manufacturer.



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1. SERVICE

The term of this Agreement will be for the period of time specified in the offer you selected and agreed to at the time you placed your order for service. This period of time is typically one (1) year, although some promotional offers may have term agreements for longer periods of time. At the end of the term, the service shall automatically renew for the period of time specified in the offer you selected unless you advise us prior to the renewal date.

- A. Commencing on the date on which service is installed, you will have use of the service pursuant to the terms and conditions set forth herein. In exchange, you will pay the current charges for such service and equipment, including installation charges and shipping and handling charges (if applicable) upon commencement of billing. Billing will begin when we have activated your DSL Internet access on our network, whether or not you have completed self-installation or actually use the DSL Internet service. The terms, conditions, and charges for the service and equipment may be periodically modified. Continued use of an account by the subscriber after a new policy has gone into effect constitutes acceptance of the policy. AEL encourages its subscribers to regularly check the annual contract, Billing Policies, and Terms and Conditions posted on Alphacomm.net's Policies page for any changes.
- B. The service shall continue until such time as you provide AEL with notice that you wish to discontinue the service, or service is terminated and/or canceled by AEL, as set forth herein.
- C. AEL reserves the right to modify or discontinue the service with or without notice to you.
- D. AEL purchases DSL service from Upper Peninsula Telephone Company on a voice and data wholesale basis in accordance with the National Exchange Carriers Association, Inc. Interstate Tariff F.C.C. No. 5. Under this tariff, data-only Internet service is priced under a different methodology. Therefore, if a subscriber wishes to have DSL service



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without telephone service, AEL will bill under the appropriate methodology in accordance with the FCC.

2. FEES

You agree to pay all fees and charges specified when you ordered your service, including recurring and nonrecurring charges for Internet access and the associated equipment.

- A. For all service charges, including installation charges, if applicable, AEL will bill you on your monthly bill. Except for the first month's recurring charge, the installation charge, and the charges for equipment (including shipping, handling, and taxes), which are billed after service commences, monthly recurring charges are billed in advance of service. If any portion of payment is received after the late payment date, a monthly late charge may be charged to you.
- B. In the event you fail to pay charges billed on your monthly bill or AEL is unable to bill you, AEL reserves the right to bill outstanding sums to your credit card or to bill you directly. AEL may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse AEL for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses.
- C. Your basic telephone services – such as Business service or Residential service – will not be disconnected for nonpayment of charges for AEL services. However, AEL may suspend or discontinue the AEL service if charges are not paid.
- D. You are responsible for purchase and payment of tariffed network services (transport) needed for use of the service. Any long distance (toll) charges incurred by you to dial into the service during your use of the service shall be your sole responsibility.



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3. PROVISION OF SERVICE

You understand and agree that temporary interruptions of the service may occur as normal events in the provision of the service. You further understand and agree that AEL has no control over third party networks you may access in the course of your use of the service and, therefore, delays and disruption of other network transmissions are completely beyond the control of AEL.

4. LIMITATION OF LIABILITY

- A. AEL will make reasonable efforts to provide continuous, uninterrupted, expedient, and error-free service to you. Under no circumstances shall AEL be liable to you or any other person for any special, incidental, consequential, or punitive damages of any kind, including without limitation, loss of profits, loss of income, or cost of replacement services.
- B. Any software provided hereunder is provided on an as-is basis. AEL makes no express or implied warranties (including those of merchantability or fitness for a particular purpose) with respect to the software provided.
- C. AEL's liability for damages, including but not limited to damages in regard to interruptions of service, 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 you for the period during which the service is affected.
- D. Except as expressly set forth in this agreement, AEL hereby disclaims any and all warranties, including implied warranties of fitness, merchantability, and performance, and any warranties arising from a course of dealing, usage, or trade practice.
- E. AEL makes no warranty that the service will meet your requirements, or that the service will be uninterrupted, timely, secure, or error free. Nor does AEL make any warranty as to the accuracy or reliability of any information obtained through the service. Furthermore, AEL provides no guarantee with regard to throughput speeds with the service. You



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understand and agree that any material and/or data downloaded or otherwise obtained through the use of the service is done at your own risk, and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

- F. AEL makes no warranty regarding any transactions executed through the service, and you understand and agree that such transactions are conducted entirely at your own risk.

5. INDEMNITY

- A. You agree to indemnify and save AEL harmless from all claims, losses, liens, expenses, suits, and attorneys' fees ("Liabilities") for injuries to or death of any person, and for damages to or loss of any property that may in any way arise out of or result from or in connection with your use of the service, except to the extent that such liabilities arise from the intentional misconduct of AEL.
- B. You agree to indemnify and save harmless AEL, its parent, affiliates, and subsidiaries from all claims, losses, liens, expenses, suits, and attorneys' fees ("Liabilities") in the event that your use of the service and/or software (i) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, or deceptive; (iii) is intended to threaten, harass, or intimidate; or (iv) interferes with other customers' use or enjoyment of the services provided by AEL.

6. COMPATIBILITY

You are solely responsible for provisioning, configuration, and maintenance of all equipment on your premises, including, without limitation, computers, modems, and other communications equipment. AEL shall not be responsible for delays in the provision of service resulting from incompatibility of such equipment, or resulting from improper provisioning, configuration, or maintenance of such equipment.



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7. CUSTOMER SUPPORT

- A. Standard, Enhanced, and Turbo DSL Internet access, as applicable, are single IP services intended for use by a single user. You shall not use the service in a manner that is inconsistent with this intended use. AEL will not provide support for the installation or ongoing management of a customer premise router with your DSL package.
- B. You will be responsible for payment of service charges for visits by AEL or its subcontractors to your premises when a service request results from causes not attributable to AEL or its subcontractors.

8. USE LIMITATIONS

- A. You agree to comply with all federal and state regulations, the rules, regulations, and policies adopted by AEL, including but not limited to, AEL's Acceptable Use Policy located on the Business Policies page at www.alphacomm.net, as modified from time to time, and the rules, regulations, and policies applicable to any network that you access through the service. Any violation of such rules, regulations, and policies, or any network policy document issued by AEL, shall be cause for AEL to suspend or terminate the service.
- B. Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the user ID, electronic mail address, Universal Resource Locator, IP address, or domain name used by you in connection with the service.
- C. AEL reserves the right to suspend or terminate the service to you, or to suspend or terminate any user ID, electronic mail address, Universal Resource Locator, or domain name used by you in the event it is used in a manner which (i) constitutes violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene, or deceptive; (iii) is intended to threaten, harass, or intimidate; (iv) tends to damage the name or reputation of AEL, its parent, affiliates, and/or subsidiaries; or (v)



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interferes with other customers' use and enjoyment of the service provided by AEL.

- D. You understand and agree that any attempt to break security, or to access an account which does not belong to you, shall be considered a material breach of this Agreement, and such breach may result in suspension or termination of the service. You further agree to immediately notify AEL of (i) any unauthorized use of your account; and/or (ii) any breach, or attempted breach, of security known to you.
- E. The service has been designed to be used at the residence or business at which it was installed. You may not allow other residences or businesses to connect to your service or re-sell your service in any manner. Such action may be cause for immediate termination, and you will be charged termination fees, if applicable.

9. FORCE MAJEURE

Neither AEL nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion, or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers. No delay or failure to perform shall be excused under this section by the acts or omissions of AEL's subcontractors, vendors, or suppliers unless such acts or omissions are themselves the product of a force majeure condition described in this section.

10. CANCELLATIONS, TERMINATIONS, AND ASSIGNMENTS

- A. In the event a ruling, regulation, or order issued by a judicial, legislative, or regulatory body causes AEL to believe that this Agreement and/or the services provided hereunder, may be in conflict with such rules,



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regulations, and orders, AEL may suspend or terminate the service, or terminate this Agreement, without liability. In the event an AEL subcontractor for the service stops providing the service to AEL for any reason, AEL shall have forty-five calendar days to arrange for a reasonably comparable service. If AEL cannot arrange for reasonably comparable service, either you or AEL may thereafter terminate this Agreement without liability.

- B. You may terminate the service upon notification to AEL by calling the customer service number listed on the first page of this Agreement. You agree that the monthly charge for the month in which service is terminated shall be forfeit as a cancellation charge. In the event of early cancellation of a one-year term service commitment, you agree to pay an additional cancellation charge as follows.
1. The cancellation charge will equal the amount of the unpaid contract price.
 2. If you purchase service together with an equipment promotion, additional termination charges will apply.
- C. If you fail to pay any charge when due, including but not limited to, installation charges or taxes, or if you fail to perform or observe any other material term or condition of this Agreement, or if you provide false or inaccurate information which is required for the provision of the service or is necessary to allow AEL to bill you for the service, and such condition continues unremedied for thirty days, you shall be in default, and AEL may suspend or terminate the service to you.
- D. You may not assign your account on the service to anyone without the express written consent of AEL. Upon reasonable notice, AEL may assign its rights and obligations under this Agreement.

11. GENERAL

- A. Except as otherwise specified herein, and subject to payment of cancellation charges as applicable, this Agreement, and the provision of



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the service, may be terminated at any time by either party upon written notice to the other.

- B. This Agreement shall be construed in accordance with the laws of the state of Michigan.
- C. You will provide AEL and its subcontractors reasonable access to your premises in order to install, maintain, and repair the service.
- D. Provisioning of service is subject to the availability and the operational limitations of the requisite equipment and associated facilities.
- E. There are no guaranteed minimum or maximum speeds for the service.
- F. Additional features, e.g., personal web page, email, etc., may be provided in addition to the service. The download and upload speeds offered for these features are independent of the service, and may vary from the speeds offered for the service. There are no speed guarantees associated with these additional features.



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By signing below, I acknowledge that I have read and agree to the above terms and conditions of Alpha Enterprises Limited, Inc.'s annual contract, Billing Policies, Terms and Conditions, and Acceptable Use Policy that are posted on the Alphacomm.net Business Policies page.

Customer Signature

Customer Name

(Please Print)

Date Signed
