

CABLE DIGITAL TELEPHONE ACCESS AGREEMENT

IRON RIVER COOPERATIVE TV ANTENNA CORPORATION, located at 316 North Second Avenue, Iron River, MI and ironriver.tv (the "Provider"), and the "Subscriber", whose name(s) is set forth below, enter into the following agreement, effective on the date entered below, for access to the Internet/VOIP (Voice Over Internet Protocol) by way of a VOIP modem.

A. Provider's Obligations:

1. Provider will:

- A: supply a non-transferrable, non-exclusive, limited license to access Internet/VOIP from one modem connection within your home or business.
- B: supply one cable outlet for a separate cable connection to your PC/telephone, one external cable modem, the connection cords between the cable modem and your PC/telephone. Install the cable line to your external modem and PC/telephone. Installation of the modem and software is not supplied by Provider. Provider will not provide the hardware, maintenance, service or help to connect other computers to your modem through a network or otherwise.
- C: Maintenance of the cable line to the exterior of your home is done at no cost (generally) by Provider. Maintenance of your cable line within your home is available at customary rates from Provider. Maintenance, service or help for your modem, software or PC is not available from Provider.

All software, access rights and hardware supplied by Provider will remain the property of Provider.

B. Subscriber's Obligations:

- 1. Subscriber shall be fully responsible for ensuring that Subscriber and all other users within Subscriber's home or business comply with the terms of this agreement.
- 2. The Internet/VOIP connection provided shall be used for lawful purposes only. Subscriber agrees to be fully responsible for any and all activities conducted through Subscriber's account.
- 3. Subscriber shall not move, relocate, alter, sell, lease, assign or in any way tamper with the VOIP modem. At all times, Subscriber agrees to pay Provider any cost Provider incurs to repair or replace the cable modem.
- 4. Residential Subscribers must successfully apply for and maintain membership in the Coop (Provider) Obtain and maintain Internet/VOIP services, at a minimum, at the prices established in Provider's general rules and regulations as modified from time to time.

C. Charges:

- 1. Provider reserves the right to require a deposit in an amount up to the replacement value of the external modem. Subscriber agrees to pay the deposit and that such deposit may be applied toward the cost or repairing or replacing the VOIP modem and/or connecting cords AND/OR applied to any outstanding balances due the Provider for any other reason.
- 2. An installation fee of \$ _____ shall be charged for the installation at any location.
- 3. Subscriber shall pay a fee of \$ _____ + taxes per month for VOIP service and a modem rental fee of \$ _____ per month. A late fee will be charged to all accounts not paid in a timely manner as set forth in Provider's general rules and regulations as modified from time to time.
- 4. Subscriber shall pay a fee of **\$500.00 if install is canceled on day of scheduled install.**
- 5. Subscriber shall pay a fee of **\$300.00 if install is canceled within 24 hours prior to day of scheduled install.**
- 6. Subscriber shall pay a fee of \$12.00 per month to place telephone number on a "holding account" for any temporary service disconnects including but not limited to seasonal disconnects. Fees subject to change without notice.
- 7. Subscriber shall pay a monthly rental fee of \$5.00 per month on rental equipment for any temporary service disconnects including but not limited to seasonal disconnects.
- 8. Subscriber agrees to pay additional calling rates for International and other long distance calls not associated with Local long distances fees. Rates vary according to country called and

- destination of call. (Ex: landline or cellular).
9. Subscriber agrees to pay \$.08 per minute for any local long distance calling exceeding the 2000 minutes allowed per month. Fees subject to change without notice.
 10. Provider reserves the right to limit the bandwidth usage available to Subscriber.
 11. In the event this agreement is terminated as a result of the failure of Subscriber to comply with the terms herein or as a result of Subscriber's voluntary short term termination of services, a re-connect fee will be required to re-establish service as set forth in Provider's general rules and regulations as modified from time to time.

D. Term of the Agreement:

1. This agreement shall run month to month. Either party may cancel the agreement upon 30 days with written notice. However, Provider reserves the right to terminate the agreement without any notice should Subscriber violate any term herein. In such cases, Subscriber shall be liable for all payments due up to the date of termination. Further, Provider may modify any provision herein, including but not limited to any provision contained in Paragraph C, without notice. However, in the event Provider makes such modification, Subscriber may cancel this agreement within 30 days of the effective date of said modification and shall be liable for the payments hereunder on a prorated basis.

Limitation of Liability:

1. Provider shall have no liability for nor bear any responsibility for damage or loss to Subscriber's telephone, PC, software, data or files under any circumstances EVEN IF SUCH DAMAGE OR LOSS IS CAUSED BY PROVIDER IN ANY WAY.
2. Provider shall not be liable for nor bear any responsibility for damage or loss resulting from Subscriber's loss of service or the failure of the hardware or software owned by Provider under any circumstances EVEN IF SUCH LOSS OF SERVICE IS CAUSED BY PROVIDER IN ANY WAY.
3. Provider shall not be liable for nor bear any responsibility for viruses, spyware or the content of the material accessed through the Internet.
4. Provider shall not be liable for nor bear any responsibility for the security of the data on Subscriber's PCs or Subscriber's traffic or telephone.
5. PROVIDER SPECIFICALLY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND THE IMPLIED WARRANTIES OF FITNESS. PROVIDER OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ITS SERVICE, EQUIPMENT, HARDWARE OR SOFTWARE.

I hereby represent that I have read this agreement in full, that I understand its terms, and I will abide by all the conditions and terms stated herein. I authorize the installation of the connection.

Dated: _____

Subscriber: _____

Iron River Cooperative TV Antenna Corp.

Name: _____

Signature: _____

Telephone Number: _____

Modem MTA-Mac#: _____