Wireless Internet Terms and Conditions – Usage Agreement

Customer's use of Bertram Wireless Internet Services constitutes Customer's acceptance of the following Bertram Wireless Terms and Conditions (the "Usage Agreement"). Customer (hereby defined to include any person or entity utilizing any service of Bertram Communications, LLC (d/b/a Bertram Wireless, Granite Wireless and Bertram Broadband – all collectively "Bertram Wireless" or "Provider", used interchangeably). Conferred rights and benefits thereof are non-transferable. Use of the Bertram Wireless network and services (collectively "Services") is expressly limited to Customer.

LIMITATION OF LIABILITY

ALL SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. IN NO EVENT WILL BERTRAM WIRELESS BE LIABLE TO YOU FOR ANY ALLEGED LOST PROFITS, LOST SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING OUT OF YOUR USE OR INABLITY TO USE SERVICES PROVIDED HEREUNDER, EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBLITY OF ANY SUCH DAMAGES, AS ANY AND ALL LIABILITY IS HEREBY EXPRESSLY RENOUNCED.

USAGE

The Services may only be used for lawful purposes and in a manner consistent with any and all applicable local, state, federal, and/or international laws. Customer shall not use Provider's Services to transmit any material that violates or infringes upon any copyright, trademark, patent, statutory, common law, trade secrets or proprietary rights of others, or contains anything obscene, objectionable, or libelous, as any such usage is prohibited. Customer hereby agrees to fully indemnify, defend and hold harmless Provider from and against any claims or damages (including reasonable attorney fees) resulting from Customer's use of Service which damages Customer or any other party. Violation of any of these Terms and Conditions may also cause irreparable injury to Provider, and that, in addition to any other available remedies, Provider shall be entitled to obtain injunctive relief against Customer without the necessity of proving any actual monetary damage.

Use of the Services for (1) bulk and/or unsolicited email, commercial or otherwise; (2) spamming, computer-hacking, or "War Driving"; (3) software distribution, cross-posting messages to more than 10 external email addresses or websites, and/or as an advertising medium; (4) to promote or solicit competing Internet services without the express written permission of Provider in advance; and/or (5) any other improper or illegal purpose, is strictly prohibited and shall be cause for immediate account closure

and termination of Services, with or without notice by Provider. Bulk email is defined as the same or similar email messages sent to more than 25 recipients. Bertram Wireless must be notified in advance of any intended bulk distribution of solicited email materials. Pings, bots, and auto checkers used to keep connection running are prohibited. Customer agrees to use only the email address confirmed at time of signup for the "Return" and/or "Reply-To" Internet email address. The use of a "Fake" email address, email address belonging to another Internet user, or no email address as a "Return" and/or "Reply-To" internet email address is prohibited, and such use shall be cause for immediate account closure and termination of Services with or without notice. Customer agrees to utilize appropriate protocols for all data transmissions. Provider's Services may not be compatible with, nor does Provider support, VOIP applications, and Customer assumes all risk associated with the same; Provider does not recommend that Customer rely on wireless internet or VOIP for emergency contacts (such as 911 calls), as Provider cannot guarantee, and hereby expressly renounces, the reliability of such wireless internet services. In addition, Provider's POP3 server is not intended as a permanent mail storage facility; as such, any email box storing messages for periods exceeding 30 days will be subject to storage fees and /or email box content deletions by Provider with or without notice. Provider assumes no responsibility at any time for any malfunctioning, deleted or lost mail and/or attachments. Customer shall be liable for any and all costs, including reasonable attorney fees, incurred by Provider as a result of Customer's violation of any of these terms and conditions; this includes but is not limited to costs and attorney fees resulting from Provider's responses to complaints from, and clean-up for, unsolicited commercial mailing, unauthorized bulk mailings, and/or server violations; for any such matters, Customer shall be charged at Provider's current hourly rate of $145.00 (U.S. Currency), and in all instances there shall be a minimum charge of (1) hour to Customer. Use of programs such as packet sniffers, hose and/or service monitoring and other similar programs is prohibited. Provider monitors all Services from time-to-time. Customer is solely responsible for his/her/its account(s) and the confidentiality of password(s). Provider will suspend or change access to Customer Accounts upon written notification by Customer that passwords have been lost, stolen, or otherwise compromised – Provider may assess a reasonable fee for this service. For purposes of network use, Business Accounts shall be those created and used by a Sole Proprietor, Partnership, Corporation, Limited Liability Company or any other entity engaged in an active "Business Enterprise". Personal Accounts are those created and used by an individual for personal use, research, and recreation. All account activations require the disclosure of intended use, be it business, home business or personal, and any misrepresentation of account purpose shall be cause for immediate account closure and termination of Services with or without notice. Unless otherwise expressly authorized by Provider, the resale, transfer, or trade of any Bertram Wireless Account and/or Services is strictly prohibited.

Neither Bertram Wireless nor any of its agents, shareholders, directors, officers, employees, representatives, insurers or information providers shall be responsible for any damages arising from Customer's use of, or inability to use, the Services. There is no guarantee of message delivery. Email returned receipts may be requested, but there is no guarantee that the recipient's mail system will process or even acknowledge these requests. Provider is not responsible for any Customer files or data residing on

Provider's network; Customer is solely responsible for independent backup of all such data. Provider cannot, and does not, exercise any control whatsoever over information passing through its network or through the internet. Due to the potential threat of viral or other nefarious attachments, Provider strongly recommends the practice of safer computing to protect against these threats. Provider is in no way responsible for any data loss or damage arising from viral infection from the Services, network or internet. Customer undertakes browsing and downloading of internet files at his/her/its own risk. Provider recommends Customer consult with a computer vendor, systems analyst, consultant, and/or management information systems personnel to determine the appropriate protection program best suited to Customer's needs. Customer is hereby warned that some internet sites accessible via Provider's network allow posting, retrieval, and/or electronic mailing of materials that may be considered obscene or objectionable. Provider is not responsible for inadvertent or deliberate access to such materials and cannot prevent access to such material. Provider recommends Customer closely monitor use of his/her/its account, especially in the case of potential use or misuse by minor children. Accounts for minor children must be opened by a parent or legal guardian upon such party's express consent.

Provider, in its sole and absolute discretion, may immediately suspend or terminate Customer's access to Services upon any breach of any of the Terms and Conditions by Customer, including but not limited to refusal or failure to timely pay for services provided or disruptive on-line behavior. Provider reserves the right, in its sole and absolute discretion, to delete any information entered by Customer into Provider's computer system. Provider retains the right, but no obligation, to review, accept, and/or reject publicly viewable information. Provider may delete Customer's personal files, including but not limited to personal Web page(s) and email, for which a storage fee has not been paid or have not been accessed within the prior 30 days. Provider may terminate access to Services for any Customer Account(s) which has/have been inactive for 6 months or longer. Provider may, in its sole and absolute discretion, refuse or terminate Services to any person or entity, for any reason or no reason, with or without notice.

EQUIPMENT

Customer is solely responsible for all equipment necessary to connect to Provider's network and use the Services. Any equipment furnished by Provider to Customer shall become the sole property and responsibility of Customer; notwithstanding the foregoing, upon termination of this Agreement for any reason, Provider shall have the Option to buy back such Provider-furnished equipment in working order from Customer for the sum of One Dollar and Zero/100's ($1.00). If the Provider-furnished equipment is not returned in working order the customer will be charged $375.00. Customer is solely responsible for any damage to such equipment or software, whether caused by weather, ice, snow, hail, other natural causes, abuse, vandalism or otherwise. Provider may repair or replace any equipment or software under warranty, if applicable and provided the damage or malfunction arises out of normal usage. If the radio is not able to be repaired through warranty and Customer does not have the assurance plan, the Customer will have to pay $375 to receive a new radio. If the Customer has the assurance plan, they will have to pay a $30 deductible and will receive new equipment. (See specifics under policies listed on website). Provider will (at no charge to Customer) diagnose and repair any network

related problems that cause a disruption in service up to the point at which Provider's furnished equipment ends. Provider is not responsible for any Customer-installed equipment such as but not limited to computers, home networking equipment, printers, storage devices, and other peripherals/devices. Should Customer request Provider furnish any installation or repair services for customer-owned equipment, Customer will be charged Provider's then prevailing/posted service rates depending on the type of service performed. Provider utilizes the latest security technology provided by applicable equipment manufacturers for wireless communications but in no way guarantees, and hereby expressly renounces, such wireless security or the extent thereof.

OPERATION

Provider reserves the right to change Services with or without notice including but not limited to pricing access procedures, hours of operation, menu structures, commands, documentation, and the extent of services offered. Notice of modification to these Terms and Conditions will from time-to-time be published on Provider's Web Page. Customers are strongly encouraged to review the current Terms and Conditions on a regular basis. Customer's use and enjoyment of Services following such notice (which shall be deemed given upon publication on Provider's Web Page) shall constitute Customer's acceptance of such Terms and Conditions, however modified. Customer understands that Services may be interrupted from time-to-time for numerous reasons, including but not limited to malfunctions, maintenance, and improvements or as required to protect network resources in the event of malfunctions or misuse, or extreme weather; Customer acknowledges and consents that advance notification of the foregoing may not be provided. Provider shall not be liable for any delay in or failure to provide Services caused by circumstances beyond its control such as those occasioned by acts of God or other causes of which it could not have reasonably foreseen any other cause which similarly impedes the providing of service. Customer shall be entitled to no refunds or credits for scheduled or unscheduled interruptions in the Services, which are provided "as is" with no warranties or representations of any kind.

BILLING

Customer bears the sole responsibility to timely pay the monthly Services fees when due. Bills will be sent by e-mail to the Customer's designated home or business address. It is Customer's sole responsibility to have a valid and functioning e-mail address on file with Provider. On-line billing is available if set up in advance by Customer with Provider. Customers must timely pay their monthly Bertram internet bill by cash, check, credit or debit card (Master Card, Discover or Visa), or ACH (Automated Clearing House; direct withdrawal from checking or savings account) only. In the event Customer's credit card or similar mode of payment is stolen, lost, or misplaced, Provider shall not be responsible for any charges that accrue for any reason. NOTE: Customer must provide new credit card information upon expiration of a credit card, even if the account/card number remains the same. Payments made by Check, via personal or bank Echecking/Electronic payment, will require an additional $2.00 fee, each time a check is presented. A penalty fee of $45.00 will be assessed on all returned checks or for insufficient ACH funds; a $20.00 fee will be assessed for each rejected credit/debit card authorization, which is declined for any reason. ACH payments will post to Customer's bank account between one (1) and fourteen (14) days after presentment. Provider shall

not be liable for presentment errors. Services will be billed on a monthly basis. Payment in full for Services must be received by the 11th day of each month. If full payment is not received by the 11th day of each month, Customer's account may be deemed delinquent, Services suspended or terminated and Customer's account closed, at Provider's sole and absolute discretion with or without notice to Customer; in such instance, Provider may require a reconnection fee of $25.00, and a late payment charge equivalent to 18% per annum may be assessed. Failure by Provider to assess any such fees or late charges shall not constitute Provider's waiver of the same. Customer shall be responsible for all costs of collection, including reasonable attorney fees and collection agency fees incurred by Provider or otherwise permitted by law.

TERMINATION

Per the accompanying Services Agreement, Services shall automatically renew on an annual basis, unless Customer provides written notice of termination no less than 30 days prior to expiration of the term. Such termination notice must be sent via email, fax, or U.S. Mail to Provider's then current address as published on Provider's website and/or set forth in the Agreement; in addition, all equipment and software furnished by Provider to Customer must be returned by Customer to Provider prior to expiration of the term; failing the same, Customer shall continue to be charged his/her/its monthly fees for all Services. In the event of early termination (prior to expiration of the term), Customer shall be charged the greater of an early cancellation fee of $250.00 or the balance due (based on Customer's regular monthly fees to be assessed) for the remainder of the term.

COOPERATION

Customer shall afford Provider access to personal/business files, records, facilities, and equipment as reasonably requested by Provider to facilitate Provider's furnishing of the Services hereunder. Customer may designate in writing one or more primary "Contact Persons" with whom Provider may primarily deal.

MISCELLANEOUS

In the event of any dispute or legal action between the parties concerning the enforcement or interpretation of this Agreement, the county in which Provider's principal business office is situated shall be the exclusive venue and jurisdiction for any such legal action, and the law of such venue shall be controlling (Wisconsin law). In the event of legal action, unless otherwise expressly set forth herein, each party shall bear responsibility for his/her/its own legal costs and fees including attorney's fees. This Agreement (and the accompanying Services Agreement) contains the entire agreement between the parties, and no other enforceable understandings, oral or otherwise, exist between the parties. This Agreement shall be binding upon the parties' heirs, successors and assigns.

ACCEPTABLE USE POLICY (AUP) revised AUP 9/17/11

It is REQUIRED that all Bertram Wireless Customers read this policy. Disobedience of the rules outlined herein can result in termination of Internet Access from Bertram Wireless. Even if the Customer has not read the policy, all rules must be followed by the Customer, so please take the time to read it.

Bertram Wireless sets forth an Acceptable Use Policy (AUP) with the intent of protecting its service, its Customers, and other users of the Internet from potentially abusive actions taken by Bertram Wireless Customers. The following policy is non-exclusive; any action about which there is doubt should be referred to Bertram Wireless for evaluation. Bertram Wireless reserves the right to edit this policy at any time deemed necessary.

Acceptable Use: Dial-Up

There are no refunds given for annual service plans. Such plans are based on discounted monthly rates with the understanding that they will be maintained for twelve (12) months. Monthly service plans can be cancelled at the end of the current billing cycle.

Dial-up connections to Bertram Wireless that are idle for thirty (30) minutes or longer, or connected for more than 5 hours continuously, will be disconnected. Idle time is defined as a period during which no input or output is sent or received across the modem connection.

Multiple simultaneous logins to a single Bertram Wireless dial-up account are prohibited.

Dial-Up service is not a dedicated modem connection. Use of Bertram Wireless dial-up service as a dedicated modem connection through use of re-dialers and idle-time traffic generators is prohibited. There is a 360-hour monthly cap on unlimited dial-up connection time.

Dial-up accounts are considered abandoned if not accessed for three consecutive months. Bertram Wireless will remove abandoned accounts on the first of the month

without notice unless the Customer makes special arrangements with Bertram.

Bertram Wireless enforces these policies with respect to Bertram Wireless Customers only. We are not responsible for abusive actions that originate from other sites or networks on the Internet.

Bertram Wireless reserves the right to revoke or discontinue service at any time with or without reason. If a Customer is found to have violated any portion of the AUP, said Customer is subject to a penalty fee billed by Bertram Wireless of $250.00 or a rate or $125.00/hour for the time that it takes to research the incident in question. Said account will not be re-activated until penalty fees and existing invoice amounts have been paid in full to Bertram. If the Customer elects to terminate service, notice must be given in writing prior to the monthly term.

Acceptable Use: E-mail

Acceptable use of e-mail does NOT include:

Sending unsolicited mass mailings of any nature, including those with a “negative option” for continuation. The negative option is defined as inviting those who do not wish to receive more e-mail to reply to the Customer.

Sending large number of e-mail messages, or singularly large e-mail messages to a single address in order to flood someone’s mailbox.

Forging e-mail headers to obscure the true originator of the message.

Sending harassing e-mail, either by language, size, or frequency. This includes sending e-mail (or real time) messages to a person who has explicitly asked that the Customer does not do so.

Acceptable Use: Wireless

Bertram Wireless is not responsible for damage to the Customer's receiver or computer due to lightening damage, power surges, or other acts of god.

"Assurance Plan #1" is offered from Bertram Wireless for an additional $5.00 per month with a $30.00 deductible. The "Assurance" plan covers one radio failure per year. If the Customer declines Bertram Wireless "Assurance" plan, the Customer is responsible for the equipment and the insurance coverage payments under the Customer's homeowner's insurance policy.

"Assurance Plan #2" is offered from Bertram Wireless for an additional $9.00 per month with a $30.00 deductible. This plan will also include a one hour service call yearly. The "Assurance" plan covers one radio failure per year. If the Customer declines Bertram Wireless "Assurance" plan, the Customer is responsible for the equipment and the insurance coverage payments under the Customer's homeowner's insurance policy.

After the receiver and other equipment leaves Bertram's corporate office, it is the Customer's sole responsibility to maintain the equipment and to return all of the equipment to the corporate office at the end of the service Agreement.

In the event of connectivity problems, Bertram Wireless will help address any issue arising from problems with the antenna to the end of the Motorola power "pigtail" via phone service. Bertram will not support router or computer issues over the phone. If a service call is needed to solve such connectivity problems, arrangements with Bertram can be made for a fee to be determined by Bertram.

Internet Signal or Resale Theft of Bertram Wireless Communications

Internet signal theft is the illegal interception of Internet services without the authorization of or payment to Bertram Wireless. While laws vary from state to state, according to the Federal Telecom Act of 1996 (47 USC 553 and 605) Internet Signal theft is a crime that is punishable by a financial penalty of $250,000 and/or 10 years jail time. This pertains to anyone that may steal and/or resell the signal, and to anyone helping this person, without the express permission of Bertram Wireless.

When using a wireless network, subscribers should alwayssecure their home networks from unauthorized users. Unsecured wireless networks potentially allow unauthorized individuals to access a subscriber's network and have access to all of the subscriber's personal files; allow potential criminals and terrorists to send untraceable communications; or allow an individual to download illegal materials, such as copyrighted or obscene material that would be traceable to the subscriber's modem/router/switch.

Acceptable Use: Wireless Web/FTP Space

Acceptable use of Bertram Wireless web/ftp space does NOT include:

The posting of pornographic or otherwise indecent or offending materials.

Distribution of restricted software materials in violation of copyrighters or distribution licenses, including, but not limited to MP3 and Warez.

Distribution of material which violates local, state, or federal laws or statutes.

The posting of slanderous or defamatory materials or articles.

Bertram Wireless reserves the right to restrict or terminate service without refund in the event of an AUP violation. Bertram Wireless also reserves the right to take action against

abuse which is not specifically named in this AUP at the sole discretion of Bertram Wireless. Use of the Bertram Wireless system or network constitutes an understanding and agreement of this policy. Any and all legal expenses incurred by Bertram Wireless resulting from failure to follow AUP guidelines will be borne by the account holder responsible for the infraction.

Acceptable Use: Existing Customer Policy (*Customers that were transferred from another service provider* *)* revised 9/17/11

If the Customer purchased or rented a receiver prior to 2007 or have a receiver from another service provider and that receiver fails, Customer will pay a $100.00 one-time equipment fee for a receiver. Ownership of said equipment remains property of Bertram Wireless and will have to be returned after cancellation. At that time, Customer will have the option to purchase Bertram's "Assurance" plan for the receiver for an additional $5.00 or $9.00 per month.

Acceptable Use: "Assurance" Policy

The "Assurance" Policy covers the antenna in itself for failure and replaces it if it stops working. If you don't plan on participating in the Assurance program, it would be advised that you decline the service in writing.

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$5 per month, $30 deductible with one claim per year (Serviceman to replace antenna is not covered)

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$9 per month, $30 deductible with one claim per year(Includes a 1 hour service call per year. Additional hardware is not included)

If the Customer does not put an "Assurance" plan on a receiver and the receiver fails, the Customer will pay a $375.00 fee per Bertram's contract, and this fee does not include the re-installation of the receiver.

No claim will be made within 30 days of purchasing our "Assurance" plan, and only one claim per year will be allowed. New customers have a 30 day grace on the Assurance plan.