

YUKON TELEPHONE CO., INC. HIGH SPEED INTERNET ACCESS

SERVICE AGREEMENT FOR

DSL INTERNET ACCESS

IN RUBY

THIS YUKON TELEPHONE CO., INC. HIGH SPEED INTERNET ACCESS SERVICE AGREEMENT (the 'Service Agreement') constitutes your agreement with Yukon Telephone Co., Inc., PO Box 872100, Wasilla, AK 99687, (hereinafter 'we', 'our', 'us', Yukon Telephone or 'YTC') an Internet access/transmission service (the 'Service') as it pertains to your (hereinafter 'your', 'you', or 'Customer') use of the YTC High Speed Internet Access Service at your residence.

Yukon Telephone Co., Inc. High Speed Access Service; Service Agreement. We agree to provide to you, and you agree to accept from us, our high speed Internet access service (the Service) for a single connection at your residence. By ordering and using the Service, you and all members of your household and their guests agree to be bound by and are obligated to use the Service under and in compliance with the terms and provisions of this Service Agreement. We reserve the right, at our discretion, to change, modify, add or remove the terms of this Service Agreement at any time. Notification of changes in service will be sent to your billing address. You will have fifteen (15) days from the date of the notice to notify Yukon Telephone of any objections to the changes. If no objections are received during the fifteen (15) day period, YTC will assume you have accepted the modification(s) as an amendment to this Agreement. To the extent permitted by law, you waive any and all objections you may now or hereafter have to the enforceability of this Service Agreement against you, specifically including, but not limited to any objections or claims that it is a shrink-wrap or contract of "adhesion."

License: During the term of this Service Agreement, we grant you a non-exclusive, transferable, limited license to use the Service to access the Internet. Except for the license granted herein, all rights, title and interest in data assessed by you in all languages, formats and media throughout the world, including all copyrights and trademarks therein, are and shall continue to be the exclusive property of Yukon Telephone and other contributors of data. As a residential customer, your right to use YTC's Internet service extends to all members of your immediate family, however, you also agree that your use is limited to one Internet Connection per DSL Modem.

Customer's Use of YTC's High Speed Internet Access Network: You agree that the Service may only be used for lawful purposes. Transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening, indecent or obscene, or material protected by trade secret. You agree not to use the Service, including but not limited to, the DSL Modem and power supply for any illegal, abusive or fraudulent purpose, or to achieve unauthorized access to any computer systems, software, data or other copyright or patent protected material. If you do, you acknowledge that you may be referred by Yukon Telephone to the appropriate law enforcement agencies.

DSL Modem Acceptable Use Policy (AUP): Your Internet access is facilitated by use of a DSL Modem, and consequently DSL Modem specific issues must be addressed.

DSL Modem Usage: Your DSL Modem account is a single user, noncommercial, unlimited access account only. YTC makes other accounts available to you that will allow commercial or server access if you need it. These options should be explored should your needs be other than one computer in your household under your DSL Modem Standard Account, additional fixed/static or dynamically-assigned IP's and bandwidth throughput can be purchased for this purpose.

As noted previously, PROXY servers are NOT allowed under a residential DSL Modem Standard Account, and customers who attempt to connect more than one machine to a given DSL Modem via PROXY of any type (WinProxy, WinGate, etc.) without paying for additional IPs will have their service disconnected. The DSL Modem Standard Account cannot be used to run a server, whether commercial or otherwise. The servers that CANNOT be run include, but are not limited to, FTP, HTTP *web), POP and SMTP (Mail), DNS, NNTP, and PROXY. These services are capable of over-utilizing the bandwidth that all HS DSL Modems share and, as such, are measured in a different way with regard to payment. If we find you operating a server, you will be asked to remove it, and your activity may be referred to the local law enforcement authorities. Repetitive suspensions (as defined by YTC) for violation of this rule will result in termination of DSL Modem Service without the option to obtain a new account.

Downloading/Uploading limitations: The maximum usage of the Service for downloading is 6 GB's and the maximum for uploading is 3 GB's. Excessive usage beyond these maximums will result in an additional charge of \$.10 per GB over the limit.

Protection of Passwords – No Resale: You are responsible for the use of your account(s), and the confidentiality of your password(s). We will suspend your access or change your access to the Service immediately upon notification by you that your password has been stolen, lost, or otherwise compromised. You must notify Yukon Telephone of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information. You also agree not to resell or redistribute access to the Service in any manner. The prohibition on resale of access includes, but is not limited to, the provision of E-mail, FTP and Telnet access, or any other Internet access or web-site hosting services. Sharing across common areas or public right of ways is also prohibited.

IP addressing: We will provide you with a dynamically assigned Internet Provider (IP) address as a component of the Single-user Service. We will recover the IP address upon disconnection, discontinuance or termination of the Service. We reserve the right to disconnect or reclassify the Service to commercial grade for failure to comply with any portion of this Agreement. Static IP addresses are available to you for an additional fee.

Age of Customer: If you are less than 18 years of age, the Agreement must be accepted by a parent or legal guardian who is responsible for all charges and bears all liability related to the use of the Service accounts(s). By accepting this Agreement, the parent or legal guardian recognizes that Yukon Telephone does not control content or subject matter of data or other information available on the Internet, and agrees to supervise any access to the Internet by minors.

Home Computer: In order to receive and utilize the Service, you must own a Pentium computer or compatible microprocessor with a minimum of 16 MB of RAM, and Microsoft Windows 98 (or a higher version). Your computer must also have a functioning Ethernet card and current web browser. Apple V, Macintosh or Windows NT systems may also be supported.

Ownership and Use of Equipment: The DSL Modem and power supply equipment provided is considered the property of Yukon Telephone at all times. You agree to immediately return to us in good condition, upon disconnection of Service, all such equipment* subject to reasonable wear and tear. You will use reasonable care to avoid damaging the DSL Modem and power supply, and will not move, relocate, alter, sell, lease, license, assign, encumber or otherwise tamper with the equipment. **If the 'equipment' is not returned to us in good condition immediately upon termination of Service, you will be charged and agree to pay us \$300 for its replacement.**

*Except for the Ethernet interface card installed in your home computer, which is and will remain your property. We shall have no responsibility or duty to install or remove the Ethernet card.

Installation: Either you or an authorized reseller are solely responsible for installing the Ethernet/network interface card in your home computer. When any software associated with the Ethernet card and/or the DSL Modem is installed on your home computer, the system files may be modified. The opening of your home computer and/or the installation of software may disrupt the normal operations of your home computer or cause the loss of files. Yukon Telephone is not responsible for any such loss. **FOR THESE AND OTHER REASONS, WE STRONGLY RECOMMEND THAT YOU BACK-UP ALL FILES PRIOR TO INSTALLATION.**

Access and Interruption of Service: We will make a reasonable effort to make the Service available to you twenty-four (24) hours per day, seven (7) days per week. It is possible that there will be interruptions of Service. The Service is an ethernet-like protocol service spread over a shared network which coexists on your cable television service, and you and all other users share a finite amount of bandwidth. We will manage the Service to provide appropriate bandwidth for as many customers as possible. However, you acknowledge and agree that the Service may be temporarily limited, interrupted or curtailed due to system capacity limitations imposed or experienced by the underlying communications carriers, governmental actions, force majeure, or because of temporary equipment or systems failures or modifications, upgrades, maintenance, repairs, or similar activities required or appropriate in connection with the delivery or improvement of the Service. The Service should not affect the video programming portion of your cable television service, and any problems with your video programming services should be reported to the Yukon Telephone office by telephone.

Customer Support: We will not provide you with "Help Desk" support. The telephone numbers and e-mail addresses for support services are available on-line. If you misuse or modify the hardware we supply to you, or the equipment requires a visit to your residence for repair or correction, we reserve the right to charge you for the visit and labor required to correct the problem. We do not undertake to correct or repair hardware which we do not supply.

No Liability for Obscene or Other Offensive Content, Pornography, Etc.: You acknowledge and understand that we only provide access to the Internet. We do not publish, control, monitor or restrict the information, programs, e-mail, "chat rooms", interactive gaming or other material

that is available to your residence through the Internet, The World Wide Web, or through US ENET news groups. **You may find material available to be shocking, profane, abusive and/or offensive. You may, in fact, find some material to be obscene, sexually explicit, or otherwise indecent. You recognize that YTC is not responsible for this material, and acknowledge that you have been notified that such material is present. You are solely and exclusively responsible and at risk for (1) all Internet content accessed via the Service by you and other members of your household or their guest, and (2) are providing suitable adult supervision of any person who is less than eighteen (18) years of age and uses the Service at your residence to access the Internet.** You agree that we are not in any manner responsible for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content accessed using the Service.

No Liability for Parental Empowerment Software: You may want to consider installing blocking and filtering software developed by others that empower parents and teachers to restrict their children's and students' access through the Internet to objectionable or inappropriate material, and protect or prohibit them from corresponding with criminals or disclosing personal or other information. You acknowledge that we do not publish such software, and agree we are not in any manner responsible for the effectiveness of these blocking and filtering technologies.

No "Hacking", "Spamming" or Infringement of Other's Rights: You agree not to publish on or over the Internet any content which violates or infringes upon the rights of any other person. You also agree not to use the Service or DSL Modem for any illegal purpose, to achieve unauthorized access to another party or person's computer systems, software, data or other copyright or patent protected material (commonly referred to as "hacking"). You agree not to interfere with the use of the Service or the equipment by other customer or disrupt the Service backbone network nodes or network services. You also agree not to send unsolicited e-mail (commonly referred to as 'spam'). Your violation of any of these promised is grounds for immediate termination of Service and this Agreement. If we are challenged by a third party regarding the suitability of your content, we may, at our sole discretion, suspend your access to the Internet. We assume no liability whatsoever for any losses, claims, damages, expenses, liabilities or costs (including legal fees) arising out of or in connection with allegation, claim, suit or other proceeding based upon your use of the Service or our Equipment or any third party which infringes the copyright, patent, trademark, trade secret or other industrial or intellectual property rights or contractual rights of any third party.

No Liability for Unauthorized Access – Encryption – File Sharing: We treat communications and data traffic on or through our Service as strictly confidential and do not access, use or disclose contents of private communications, except in limited circumstances as compelled or permitted by law. However, since the Service is a shared network used by subscribers for video programming and our Service which provides access to the Internet (and beyond such network the Internet does not provide security), it is possible that others may access or monitor your data traffic. You acknowledge that the Internet Systems use public access facilities to transmit voice and data communications, and that the Service may accordingly not be completely private. Accordingly, we do not warrant that any data or files sent or received by you over the Service will not be subject to unauthorized access by others or that other users (i.e., "hackers") will not gain access to your home computer. We are not liable to you for any claims, loss, damages or cost that may result from your lack of privacy on the Internet by virtue of your use of the Service. In addition, the Service is configured to disable peer-to-peer networking/file-sharing. If you

request that we enable that feature, you will be required to sign a separate release and liability waiver in which you acknowledge the extreme security risks to your computer and the privacy of your data files associated with such networking. Moreover, if you choose to run applications which permit others to gain access to your computer, you do so at your own risk and should take appropriate security measures. For these and other reasons, you may want to consider installing third-party authentication encryption software to protect your drives and data/e-mail files. We extend no warranty and accept no liability with respect to the effectiveness of such software.

No Liability for Viruses: We make no representation or warranty that any software installed on your home computer or which you may download from the internet, any on-line service provider or other information provider (other than us) does not contain any virus or other damaging or destructive attribute. If at any time your home equipment adversely affects YTC's network, Yukon Telephone reserves the right to disconnect your connection until the problem is fixed.

Other Charge – Credit Card Charges: You understand and acknowledge that you may incur other costs and expenses for certain information, products and services from persons, firms or entities other than us, including without limitation such on-line services as America Online or the Microsoft Network. You agree that you shall be solely and exclusively responsible for all such charges, which are in addition to the fees and charges payable to us. With respect to any Internet-based transactions that you undertake or participate in through the Internet, you are solely and exclusively responsible to make the payments in connection with such transactions and to protect the security of all credit information from unwanted or unauthorized charges. Yukon Telephone is not liable or responsible to you in connection with Internet-based transactions, unauthorized use of your credit or debit cards, credit availability or information, or your personal or financial information.

General Disclaimer of Warranties and More Limitations of Liability, Indemnity: You hereby acknowledge that we exercise no control whatsoever over the content of the information passing through the YTC network. You also understand that alternative and competing Internet communications carriers are available to you. Occasional interruption or irregularities in the service may occur. **We provide the Service to you on an “as is, as available” basis, without warranty of any kind, expressed or implied, including, but not limited to the warranties of performance, merchantability and fitness for a particular purpose. This disclaimer of warranty expressly includes any reimbursement for loss of income due to disruption of service by YTC, or another Internet service provider.** You further acknowledge that use of the Service or any information obtained via the service is at your sole risk, and that Yukon Telephone and your Internet content contributors shall not be liable to you for any direct, indirect or exemplary, incidental, indirect, special, or consequential losses or damages relating in any way to demands or claims involving or arising in any manner out of (a) your use of, inability to use, or failure to perform research or related work, or to work properly, the Internet, Internet data, or the Service, (b) inaccurate or poor quality Internet data obtained through the Service, (c) loss of data resulting from delays, non-deliveries, misdeliveries or service interruptions, and (d) the installation, maintenance, failure, removal, or use of the DSL Modem and Ethernet card equipment or cancellation of Service. You further agree to indemnify and hold harmless Yukon Telephone from any claims of any nature whatsoever resulting from your use of the YTC Service.

Billing – Payment Obligations for High Speed Internet Access Service: Billing and payment provisions for the service, including the setup and monthly recurring charge are as set forth in the

pricing schedule which is incorporated herein by reference, or as otherwise agreed to in writing by the parties. We have the right to terminate your Service if an invoice from us is not fully paid when due. A late fee, of not more than the legally approved percentage rate, will be assessed for failure to pay all bills within 30 days of billing. We may charge a reasonable service fee for all returned checks. If you discontinue the Service or are disconnected, you agree to pay the outstanding balance and a reconnect charge before reconnection. You will be responsible for all expenses (including reasonable attorney fees) incurred by Yukon Telephone in collecting any unpaid amounts due in accordance with this Agreement. We also reserve the right to change from time-to-time the amount of the monthly Service fee and any other applicable charges upon reasonable advance written notice to you. In no event shall such notice be less than ten (10) days prior to the effective date of such change. All Charges are exclusive of sales, use and other taxes, which are your responsibility.

Terms and Termination: This Service Agreement shall become effective at such time as your first use the Service, and shall continue in force until a period of not less than one (1) month has expired, at which time it shall renew itself indefinitely on a month-to-month basis until terminated by either party upon thirty (30) days written notice to either party. YTC, in its sole business judgment, may terminate this Agreement immediately or suspend your access to the Service upon any breach of this Agreement by you, including, but not limited to, refusal or failure to pay for services provided or disruptive on-line behavior. Upon termination for any reason, we reserve the right to delete any data left by you on YTC owned and controlled computers.

Effect of Agreement: This Agreement embodies the entire understanding between you and Yukon Telephone with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating thereto.

Force Majeure: YTC's High Speed Internet Access Service's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain the necessary equipment and supplies, and the like.

Severability: If one or more of the paragraphs in this agreement are found to be unenforceable or invalid, your and YTC's agreement on all other paragraphs is unaffected.

Notices: Except as otherwise provided herein, you may provide notice to us of any matters affecting this Service Agreement at the address provided in the preamble hereto.

Governing Law: This Agreement shall be governed by and construed under the laws (without reference to the conflicts of laws rules) of the State of Alaska.

Waiver: Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

Any use of the YTC system that violates ANY of the above rules will be subject to account cancellation at our discretion without recourse or refund.

I have read and agree to abide by all provisions set forth in this Agreement.

**ADDENDUM
To
YUKON TELEPHONE CO., INC. HIGH SPEED INTERNET ACCESS SERVICE
AGREEMENT**

**WAIVER AND REALEASE RGARDING
PEER-TO-PEER NETWORKING**

“I”, the undersigned customer, have requested that you, Yukon Telephone Co., Inc., the Internet Provider (IP), enable “peer-to-peer” networking privileges for my account. I understand that once file-sharing is enabled, my Service will operate much like a Local Area Network (LAN), which means that PC machine users on y cable network will be able to identify and gain access to one another through the use of broadcast frames, such as Windows@ file sharing (called SMB [server message block] or CFIS [common Internet file system]). This makes my computer and data files vulnerable to unauthorized access, review and corruption.

I hereby represent, warrant, agree and acknowledge:

- 1) That once you configure my Service to enable file-sharing privileges and run applications that permit others to gain access to my computer, you can neither monitor nor control such access, and cannot protect me from hackers, viruses or corrupted files that may be introduced;
- 2) that I am in sole and complete control of my password, and that I alone am responsible for taking appropriate security measures to encrypt my data files or install third-party user-authentication software (I further agree that you extend no warranty and accept no liability with respect to the effectiveness of such software);
- 3) that I understand completely the *EXTREME* security risks posed to my computer data files and my privacy as a consequence of enabling such networking, and are nevertheless willing to do so at my own risk; and
- 4) That you shall no be liable in any manner whatsoever as a result of any losses, damages, claims or costs that I may incur as a result of someone else gaining access, whether it be authorized, unauthorized (including accidental), to my PC.

I further waive any and all expectations of privacy or security that I may now or hereafter have with respect to my online activities, and waive and release you from any liability with respect to such peer-to-peer networking.

Customer Signature: _____ Date: _____

Printed Name: _____

FREQUENTLY ASKED QUESTIONS

Who is Yukon Telephone Co., Inc. DSL internet Access Services (YTC)?

Yukon Telephone Co., Inc. High Speed Internet Access is a service created by YTC to provide high speed Internet access via the use of DSL Modems.

What steps need to be taken in order to have YTC fully operations?

One needs to be a YTC phone customer, an installed Ethernet card in their computer, a DSL Modem and a cable outlet near the computer.

How can customers subscribe to YTC DSL Internet?

Customers can get an application by calling our Wasilla office at 373-6007 and we will be happy to fax, mail or email you a copy.

How does the DSL Modem service work?

YTC operates over your local telephone line network using a special DSL Modem. Installation is simple. One cable connects the DSL Modem to a phone outlet in your home or business, another connects the DSL Modem to your computer, and the third connects the DSL Modem to a power outlet.

What should one do if there is difficulty with the service?

If you are having trouble with your service, please call 468-4452.

Who is the server?

The server is just a computer which connects to and shares information with other computers.

How can I get E-mail?

When you sign up for YTC's DSL Internet Access make sure to fill out the username and password section at the bottom of the page. Once email is set up you can go to www.yukontel.com and check your mail.

Can I use AOL, Prodigy, Juno or Comp-u-serve?

Yes. However, the content provider, AOL or whomever, will bill you about \$9.95 per month for the use of their content. This fee is in addition to the \$50.00 a month YTC will be billing you for access. So, please make sure you research the possible costs associated with this type of service before you sign up.

What is the speed?

There is no good answer. Speed has a number of factors. Locally, information can be passed from one point to another at 5.12/Mbps. The local capacity can easily be expanded to 10/Mbps if demand warrants it. This is shared capacity among all active customers online. There is a 512/Kbps direct line plus a caching system feeding the local access. The caching system makes frequently requested information available locally by storing it locally then updating it often whenever the 512/Kbps is not being used.

There are a number of other items which will determine the performance while using the system. First, is your computer. If your computer can't process the information as fast as it is being delivered, then the processing speed will be slower. Second, is the computer from which the information is being requested. If this computer is slow at providing the information, you will receive the information slowly. Third, is the network which gets the information from the computer providing it to you to your computer. If the routes through which you requested the information has a lot of users, your request will be processed slower. Over time you will find a usage pattern which gives you the best performance for your lifestyle.

Where does your responsibility begin?

Much like the cable systems where the cable service is provided to a converter box, service will be provided up to the output of the DSL Modem. When a problem occurs Yukon Telephone has a computer which plugs into the DSL Modem and if the system works to that point, then it's a good indication that it is your computer and you will need to resolve the problem. YTC will do what it can to help, but we are not experts in the computer hardware business. The customer is responsible for returning the DSL Modem to the Yukon Telephone office in good working condition and working order upon termination of service.