

BorderBound Communications User Agreement

This Agreement is by and between BorderBound Communications, duly authorized and existing under the laws of the State of Minnesota, with its main office at 1713 N. Granada Ave., Suite 85, Oakdale, MN 55128 ("BORDERBOUND"), and the undersigned Customer for the provision by BORDERBOUND or its subcontractors of certain electronic communications services and related items.

1. The Customer hereby subscribes for and agrees to pay for the internet connection services described above hereof on the terms and conditions herein set forth.

2. **Service Warranties:** With respect to the services provided, BORDERBOUND makes no warranties of any kind, express or implied, including any implied warranty of merchantability or fitness of this service for a particular purpose. BORDERBOUND shall not be responsible for any damages suffered by the Customer, including, but not limited to, loss of data from delays, non-deliveries, missed deliveries, or service interruptions caused by BORDERBOUND's own negligence or Customer's errors and/or omissions. The Customer shall provide all telephone and other equipment necessary to access BORDERBOUND systems. BORDERBOUND reserves the right to modify the service terms, standard rates and operating procedures to establish usage priorities and to discontinue all or any part of the provided services at any time. The Customer is responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for accuracy of data input and output and maintaining a means external to the BORDERBOUND system for the reconstruction of any lost data. BORDERBOUND is not responsible for service interruptions beyond its control, including acts of God or service interruptions by its suppliers.

3. **Use:** This service may only be used for lawful purposes. Materials and/or transmissions in violation of any local, state or Federal law(s) or regulation(s) are prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. If Customer shall be determined to have engaged in inappropriate usage of this account, the privilege may be revoked at BORDERBOUND's discretion. The Customer agrees to indemnify and hold harmless BORDERBOUND from any claims resulting from the Customer's use of the service.

4. **Use of Information:** Use of any information obtained via this service is at Customer's risk. BORDERBOUND specifically denies any responsibility for the accuracy or quality of information obtained through its services. Use of these services will involve listing the Customer's participation in the relevant directories. The Customer agrees to protect and treat all BORDERBOUND confidential and proprietary information, including access codes and IDs provided by BORDERBOUND for its system. Sharing of IDs/accounts is expressly forbidden. If a Customer believes his access ID/password has been compromised, immediate E-mail or telephone notification must be provided to BORDERBOUND. The Customer may be held responsible for all acts/communications initiated or authorized by that account ID until receipt by BORDERBOUND of such notice.

5. **Change of Status:** BORDERBOUND may, from time to time, require new registration and account information from the Customer to continue this service. In addition, the Customer shall notify BORDERBOUND in writing of any changes in the account information.

6. BORDERBOUND exercises no control over the content of the information passing through or temporarily stored in its system. BORDERBOUND personnel may occasionally be required to examine files or E-mail as part of their duties and to facilitate operation of the system. All

Customer data shall be treated in a confidential manner, and data access of this nature shall be minimized. Customer data, including account records, on-line files and E-mail, will only be released to those individuals authorized by the Customer or upon service of a valid court order.

7. Limitation of Liability: Neither party shall be liable to the other except as set forth in Section 3 hereof for any loss, damage, liability, claim or expense arising out of or in relation to this Agreement or the provision of service or equipment, however caused, whether grounded in contract, tort (including negligence) or theory of strict liability. The parties agree to work in good faith to implement the purposes of this Agreement, but recognize the network connection and services to be provided by BORDERBOUND could not be made available under these terms or other similar terms without a substantial increase in cost if the parties were to assume a greater liability to each other.

8. Payment Terms: All bills for service are due upon receipt. Failure to pay any amount due within 10 days of the due date, whether billed or not, shall constitute sufficient grounds for termination of service without notice.

9. Terms/Extension/Termination: This Agreement shall extend from the date Customer's account is activated until the initial Anniversary Date. Service rendered beyond the expiration of the term will be subject to continued relevant fees and monthly payments and will be considered acceptance of the new agreement. This agreement shall be for the term indicated herein under "Invoice Data". If the term hereof is less than one year, the agreement may be terminated by Customer only upon 30 days written notice to BORDERBOUND. All other accounts may be terminated by Customer only with written notice to BORDERBOUND given no later than 30 days prior to the end of the last subscription period for which payment has been made. Customer shall be liable for all subscription fees through the effective date of termination.

10. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with the terms and conditions of any order submitted. Use of the BORDERBOUND Network constitutes acceptance of these Terms and Conditions. Both parties agree to accept electronic mail as legally binding documentation for billing and notification purposes. This Agreement will be performed in and governed by the laws of the State of Minnesota. Any claims or causes of action arising out of or related to this Agreement must be instituted within one year after the claim or cause of action has arisen or be barred. A claim or cause of action shall arise when the breach, act of omission creating the claim, or cause of action accrues, regardless of the parties' knowledge of such breach, act or omission.

() CHECK BOX: Yes, I have read, understand, and agree to the terms of BORDERBOUND User Agreement. I authorize BORDERBOUND to bill my credit card for the cost of my requested services in a monthly or annual basis as stated by the terms of the contract.