

RANGEWEB.NET Internet Access Agreement

This RANGEWEB.NET Access Agreement (“Agreement”) is entered into by the subscriber (“you”) and RANGEWEB.NET. (“RANGE”). This Agreement sets forth the terms and conditions under which you agree to use RANGE Service and under which RANGE agrees to provide services to you. THESE TERMS AND CONDITIONS IMPOSE IMPORTANT REQUIREMENTS ON YOU REGARDING YOUR USE OF RANGE’ SERVICE AND YOU SHOULD READ THEM CAREFULLY. You and RANGE agree to the following terms and conditions:

1. SCOPE OF SERVICE

1.1 RANGE will provide you with access to RANGE Online dial-up, or as applicable, RANGE DSL Internet Access Service (the “Service”) in accordance with the terms of this Agreement. The Service consists of: (a) access to the Internet, (b) a license to use Microsoft Internet Explorer, or Netscape Communicator/Netscape Navigator™, as applicable, (c) use of an electronic mail account or multiple accounts where available, (d) access to Usenet or other newsgroups, (e) optional Personal Web Space, (f) optional managed e-mail messaging with business DSL and (g) if applicable, DSL transport when combined with the Service.

1.2 Service may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted or curtailed due to circuit or equipment failures, or due to modifications, upgrades, relocations, repairs, and similar activities necessary for the proper operation of the Service. RANGE may, at anytime, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.

2. AUTHORIZED USER

2.1 You warrant that the information for your registration with the Service is correct and complete, and you agree to contact RANGE to update your information promptly. RANGE will provide you with a User Identification code (“UserID”) and password for each account purchased to enable your access to the Service.

2.2 You warrant that you are eighteen years of age or older and that you are responsible for all usage of the Service and any other services accessed through the Service on your account. You further agree that your use of the Service will only be from the United States.

2.3 You may not use more than one IP address for each log-on session. DSL customers may connect multiple computers/devices within a single location to their DSL line and access the Service through a single DSL account and a single IP address.

2.4 You may not resell the Service or engage in similar activities, commercial or non-commercial, which constitute resale, use the Service for high volume or commercial purposes, or as a dedicated or quasi-dedicated line, except as noted below for DSL customers, as determined by RANGE at its sole discretion. If your dial-up account is idle for fifteen (15) minutes, it will be subject to log-off automatically and without notice. An account session may be deemed to be idle if there appears to be no interactive, human generated data received from the remote user’s computer system within a prescribed amount of time. Automated data is not considered interactive or human generated; automated data includes but is not limited to data generated by an automatic re-dialer, script or other program that runs on a computer system for the purpose of avoiding inactivity disconnects, and the automated checking of e-mail or “pinging” the host to maintain a constant connection. RANGE reserves the right to audit connections electronically to enforce the above requirements. DSL customers use quasi-dedicated connections and may not be subject to disconnection due to inactivity.

2.5 RANGE will issue e-mail account names based upon availability. If you surrender your account by changing it, terminating your account, or because your account is terminated for cause, RANGE shall not be obligated to reserve your e-mail account name or to receive or forward e-mails addressed to that account.

3. TERM AND TERMINATION

3.1 This Agreement goes into effect upon completion of your order and shall continue, subject to the terms of this Section 3, until terminated by either party as permitted by this Agreement. Order completion occurs upon your submission of an order for service. Billing for your Service will automatically begin upon registration of your account and partial months service will be pro-rated based upon the date of completion. Registration may be accomplished either by you or by RANGE.

3.2 Termination Provision Applicable to Month-to-Month DSL and Dial-Up Customers. Either party may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth at Paragraph 14.5 below. Termination by you will be effective immediately upon your notice to RANGE and is subject to your payment of the remaining balance of the charges applicable to your Service for the month in which termination occurs. Activation or set-up fees paid at the initiation of your DSL Service are not refundable.

3.3 Termination Provision Applicable to Customers with Contractual Service Commitments for an Annual Period. The term of service for customers with an annual service commitment shall be for twelve (12) consecutive months beginning with the date of registration (the "Initial Term"), and continuing thereafter on a month-to-month basis until terminated by either party as permitted by this Agreement. In the event you terminate your Service before completing the initial term, then without limitation to any other remedy RANGE may have, you agree to pay RANGE upon discontinuance of the Service a termination fee equal to the sum of the remainder of the months in the initial term. Activation or set-up fees paid at the initiation of your Service are not refundable. If you terminate your service at any time after the Initial Term you will be responsible for the balance of charges for the month in which you give notice to RANGE. Customers with a twelve (12) month service commitment who change their Service level or location may be subject to additional charges and/or a new twelve (12) month commitment.

3.4 Termination Provision Applicable to DSL Customers. RANGE DSL Service uses telephone connections provided by Qwest Communications or Advanced Communications Technology. Accordingly, if you change your local telephone company, or your telephone service is disconnected for any reason, RANGE will be unable to continue DSL Service and will terminate your account and you will be responsible for associated termination and reconnection fees. Voice telephone line monthly service and installation charges are not included in the offered DSL packages; these charges are itemized separately on your telephone bill.

3.5 All obligations of the parties under this Agreement which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation those clauses relating to Limitation of Liability and Remedies (Section 12) and Indemnification (Section 13), shall survive such termination, cancellation or expiration.

3.6 If, in the sole discretion of RANGE: (a) you are in breach of any of the terms of this Agreement (including all policies regarding abuse and acceptable use of the Service), (b) your use of the Service is disruptive or causes a malfunction of the Service, or (c) RANGE receives an order from a court of competent jurisdiction to terminate your service, then RANGE may terminate or suspend your Service immediately without notice. For termination in accordance with this Section 3.6, you shall be liable for the applicable fees and/or Equipment charges set forth in Sections 3.2, 3.3 or 3.4 (depending on which fees or charges are applicable). The foregoing notwithstanding, RANGE reserves the right to pursue any and all legal and equitable claims against you pertaining to your use

or misuse of the Service. RANGE, in its sole discretion, may refuse to accept your application for renewal or re-subscription following a termination or suspension of your use of the Service.

3.7 In the event there is a ruling, regulation, or order issued by a judicial, legislative or regulatory body causing RANGE to believe that this Agreement may be in conflict with such rules, regulations, and orders, RANGE may terminate this Agreement immediately without notice.

3.8 You agree that if your Service is terminated for any reason, RANGE has the right to delete all data, files and other information stored in or for your account.

4. REVISIONS

4.1 You agree that RANGE may revise the terms and conditions of this Agreement (including any of the policies which may be applicable to your use of the Service) by posting such revisions at the RANGE portal page. You agree to review the portal page periodically to be aware of and review any such revisions. Increases to pricing shall be effective thirty (30) days after posting; decreases in pricing shall become effective immediately after posting; and revisions to any other terms and conditions shall be effective seven (7) days after posting. By continuing to use the Service after revisions are in effect, you accept the revisions and agree to abide by them.

5. MANAGEMENT OF YOUR DATA

5.1 You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Service and to operate your computer. You understand that DSL bandwidth is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g., streaming media or downloading larger files, etc.).

5.2 You are responsible for management of your information, including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on your router. You are responsible for development and maintenance of any security procedures you deem appropriate, such as logon security and encryption of data, user ID and password on your router and firewalls, to protect your information. RANGE is not responsible for back-up and restoration of your information. If at any time during the period you use the Service RANGE provides free or for-fee software or peripheral equipment, including without limitation, client and/or network security software, you agree that your sole right to recourse, including but not limited to damages for failure of such software to perform, is against the manufacturer of such software or peripheral equipment.

6. BILLING AND PAYMENT

6.1 RANGE fees for your Service are supplied to you during the ordering process and/or registration process, and as may be updated at the RANGE portal site. You are responsible for updating your customer information (e.g., name, address, telephone number) and billing information (e.g., credit card number, expiration date) with RANGE as soon as it changes.

6.2 You agree to pay the RANGE charges for your Service. Activation fees, installation fees, equipment charges and other non-recurring charges, if applicable, will be included in your first month's bill. RANGE will bill your credit card or your Advanced Communications Technology telephone bill, as appropriate and as subsequently approved, for Service provided to you under this Agreement, plus all applicable taxes. Monthly recurring charges will be billed one month in advance of Service.

6.3 Service to you may be denied or discontinued without notice at anytime in the event:

- A) Services can no longer be billed through you local telephone bill
- B) Your credit card is denied
- C) The credit card expiration date, which you gave to RANGE, is reached without having been updated.

6.4 RANGE is not responsible for any additional charge(s) or fee(s) applied to your billing account, for any reason, including but not limited to, interest, insufficient credit or insufficient funds. 6.5 RANGE does not guarantee or warrant that any dialup access numbers provided will be a local call from your location. RANGE IS NOT RESPONSIBLE FOR ANY CHARGES, INCLUDING BUT NOT LIMITED TO, LONG DISTANCE, METERED LOCAL OR TOLL CHARGES INCURRED WHEN YOU ACCESS THE SERVICE. YOU SHOULD CHECK WITH RANGE TO DETERMINE WHETHER A DIAL-UP NUMBER YOU HAVE SELECTED IS A LOCAL CALL FROM YOUR LOCATION AND WHETHER ANY CHARGES APPLY.

6.6 If any portion of your bill is not paid by the due date, RANGE may charge you a late fee on unpaid balances and may also terminate your Service without notice. The late fee will be the lesser of one and one-half percent (1.5 %) per month, or the highest rate permitted by law. In the event RANGE utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse RANGE for all expenses incurred to recover such monies, including attorney's fees.

6.7 The waiver of any fees or charges lies solely in the discretion of RANGE.

7. SOFTWARE LICENSES

7.1 "Software" as used herein means software owned by RANGE or licensed to RANGE by its third party licensors, providers or suppliers and provided to you in conjunction with Services subject to this Agreement.

7.2 RANGE provides to you, by means of download, CD or other media, in connection with its provision of the Service, the use of Software. You may use the Software only as part of or for use with the Service and for no other purpose.

7.3 If a separate license agreement accompanies or is included with your Software, your use of the Software is governed by the terms of that license agreement ("End User License Agreement"). You may not install or use any Software that is accompanied by or includes an End User License Agreement unless you first agree to the terms and conditions of the End User License Agreement.

7.4 With regard to any Software, which is not accompanied by an End User License Agreement, you are hereby granted a revocable, non-exclusive, non-transferable license by RANGE or its third party licensors, providers or suppliers, to use the Software (and any corrections, updates and upgrades). You may not make any copies of the Software. You agree that the Software is the confidential information of RANGE or its third party licensors, providers or suppliers, which you shall not disclose to others or use except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by RANGE or its third party licensors, providers, or suppliers. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that RANGE or its third party licensors, providers or suppliers continue to

own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

7.5 RANGE' third party licensors, providers, and suppliers do not provide any technical assistance or support with regard to the Software. RANGE provides technical assistance and support for Software in accordance with its policies.

7.6 Your license to use the Software shall remain in full force and effect unless and until terminated by RANGE, its third party licensors, providers or suppliers, or until your Service account is terminated. Upon termination, you must cease all use of the Software and either delete the Software from your computer or return all copies of the Software to RANGE.

8. PERSONAL WEB SPACE

8.1 Personal Web Space ("PWS") may be made available to you as an optional feature of the Service.

8.2 Additional terms and conditions applicable to PWS are covered in the RANGE Internet Services Acceptable Use Policy ("AUP"). In the event of a breach by you of the terms and conditions applicable to PWS, RANGE has the right to immediately terminate your PWS without notice. RANGE has the right to delete all data, files, and other information stored on or for your PWS.

9. E-MAIL MESSAGING

9.1 E-mail accounts and Service may be made available to you as part of or as an optional feature of your service.

9.2 Additional terms and conditions, where applicable, are included in the AUP. In the event of a breach by you of the terms and conditions applicable to e-mail usage, RANGE has the right to immediately terminate your Service without notice. RANGE has the right to delete all data, files, and other information stored on or for your EMS upon termination of your Service for any reason.

10. ACCEPTABLE USE AND YOUR RESPONSIBILITIES

10.1 You agree to comply with the terms set forth in the AUP and Your Responsibilities, which is attached hereto and incorporated herein.

11. LIMITATIONS ON USE AND WARRANTIES

11.1 The Internet is an international computer network of both government and non-government inter-operable packet switched data networks. The Internet is not owned, operated or managed by, or in any way affiliated with RANGE, and RANGE is not responsible and has no control over the information or materials accessible via the Internet through use of the Service. RANGE does not own or control all of the various facilities and communications lines through which access may be provided.

11.2 You agree and acknowledge that through your use of the Service, you may have access to information, which may be sexually explicit, obscene or offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18) years old. You agree to supervise usage of the Service by any minors who use your UserID to access the Service. RANGE is not responsible for access by any users, you or minors, to objectionable or offensive information or data.

11.3 You agree that your use of the Service and the Internet, without limitation, is your sole responsibility, is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.

11.4 You agree that the reliability, availability and performance of resources accessed through the Internet or other services connected or linked to RANGE' Service are beyond RANGE' control and are not in any way warranted or supported by RANGE.

11.5 You agree that RANGE cannot and does not guarantee or warrant that files available for downloading through the Service will be free of viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. You are responsible for implementing adequate procedures to satisfy your particular requirements for accuracy of data input and output and for maintaining a means external to the Service for the reconstruction of any lost data.

11.6 You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information you transmit over the Internet. RANGE is not responsible for invalid destinations, transmission errors, or corruption or security of your data.

11.7 You understand and agree that RANGE does not warrant the Service to be uninterrupted or error-free. You further understand and agree that RANGE has no control over third party networks or web sites that you may access in the course of your use of the Service, and that delays and disruptions of other network transmissions are completely beyond the control of RANGE. RANGE makes no warranty regarding any transactions executed through the Service. RANGE cannot and will not guarantee that the Service will provide Internet access that meets your needs.

11.8 You are not authorized to use any RANGEWEB.NET name or mark as a hypertext link to any RANGE Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of RANGE. You understand that your ability to link to a Web site through the Service does not, in any way, represent or imply RANGE' approval of, or its determination of the quality of that product or service. The links provided through the Service are maintained by their respective organizations, who are solely responsible for their content.

12. LIMITATION OF LIABILITY AND REMEDIES

12.1 The Service is provided on an "as is" or "as available" basis. Do not use the Service in any high risk activities where damage or injury to person, property, environment or business may result if an error occurs. You expressly assume all risk for such use. RANGE does not guarantee that DSL service can be provisioned to your location, or that provisioning will occur according to a specified schedule. The provisioning of RANGE DSL service is subject to circuit availability and other factors, including without limitation, loop length, the condition of your telephone line and wiring inside your location, and computer/device configuration and capabilities, among other factors. In the event your line is not provisioned for any reason, neither you nor RANGE shall have any duties or obligations under this agreement (other than your obligation to return for any RANGE-provided equipment, pursuant to Section 3.1). RANGE does not warrant that the service or equipment provided by RANGE will perform at a particular speed, Bandwidth or data throughput rate, or will be uninterrupted, error-free, or secure.

12.2 Except as otherwise specifically set forth in this Agreement, and as otherwise specifically set forth in any manufacturer warranty for any equipment provided by RANGE (but only if such warranty is included with such equipment), RANGE, its third party licensors and third party providers, disclaim any and all warranties for the Service and RANGE-provided equipment or software, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy, non-infringement, non-interference, title, compatibility of computer systems, integration, those arising from the course of dealing, course of trade, or those arising under

statute. RANGE does not warrant and shall not service any equipment you provide. You are solely responsible for any damage self-provided equipment causes to your property and to the property of RANGE or any of its affiliates.

12.3 In no event shall RANGE, its third party licensors or third party providers be liable for: (A) any direct, indirect, special, consequential or incidental damages, including without limitation, lost profits or loss of revenue or damage to data arising out of the use, partial use or inability to use the Service, and any RANGE-provided equipment provided under this agreement, and with regard to any merchandise, information or service provided through the Internet or any transactions conducted on the Internet, even if RANGE has been advised of the possibility of such damages, or (B) any claims against you by any other party.

12.4 RANGE, its third party licensors and third party providers disclaim any liability or responsibility arising from any claim that your access or use of the service provided under this agreement infringes any third party's intellectual property rights.

12.5 This Paragraph 12 applies to all claims by you irrespective of the cause of action underlying your claim, including, but not limited to: (a) breach of contract, even if in the nature of a breach of condition or a fundamental term or a fundamental breach, or (b) tort, including but not limited to RANGE' negligence or misrepresentation.

12.6 All limitations and disclaimers stated in Paragraph 11 above and this Paragraph 12 above also apply to RANGE' third party licensors and third party providers as third party beneficiaries of this Agreement. Any rights or limits stated herein are the maximum for which RANGE, its third party licensors and providers are collectively responsible.

12.7 The remedies expressly set forth in this Agreement are your sole and exclusive remedies.

13. INDEMNIFICATION

13.1 You agree to defend, indemnify and hold harmless RANGE, its third party licensors and third party providers from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the Service, software, or the Internet.

14. GENERAL PROVISIONS

14.1 RANGE will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, or an inability to obtain necessary equipment or services.

14.2 RANGE' failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future.

14.3 You agree not to assign or otherwise transfer, this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void.

14.4 You may have additional rights under certain laws (such as consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, our exclusions or limitations may not apply.

14.5 Notices required under this Agreement by you shall be provided in accordance with the methods set forth in the policies of RANGE or in those of any affiliate, sister or parent company. Notices by RANGE to you shall be deemed given: (a) when sent to your e-mail address, or (b) when deposited in the United States mail addressed to you at last-known address or (c) when hand delivered to your home, as applicable. Notice of changes to these Terms of Service will be deemed given upon posting to the RANGE portal page set forth in Section 4, Revisions. With regard to electronic communications, you and RANGE further agree:

14.5.1 An electronic communication (e.g., 'e-mail') sent containing your UserID establishes you as its originator and has the same effect as a document with your written signature on it.

14.5.2 An electronic communication (e.g., 'e-mail'), or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.

14.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

14.7 You and RANGE agree that the substantive laws of the State of Wyoming, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. You and RANGE consent to the exclusive personal jurisdiction of and venue of the Wyoming District Court, Fourth Judicial District, Sheridan County, Wyoming, for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this agreement or to the service.

Except as otherwise required by law, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

14.8 Use, duplication or disclosure by any Government entity is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is RANGE, P.O. Box 7039, Sheridan, WY 82801.

14.9 RANGE may from time to time automatically measure and monitor network performance and the performance of your Internet connection in order to improve the level of Service. RANGE does not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of RANGE or its authorized vendors, contractors and agents. You hereby consent to RANGE' monitoring of your Internet connection and network performance, as set forth above, as they relate to the Service or other services which RANGE may offer from time to time.

14.10 A copy of the Agreement may be obtained either by telephoning RANGE at (307) 673-0910 or (888) 304-8889 or by writing to RANGE at: P.O. Box 7039, Sheridan, WY 82801, Attention: RANGE Customer Service.

14.11 This Agreement, including all Attachments hereto, which are fully incorporated into this Agreement, constitutes the entire agreement between you and RANGE with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement may be revised by RANGE as set forth in Paragraph 4, "Revisions", above. Any terms varying from this Agreement in any order, written or electronic communication from you are void. In the event of a conflict between this Agreement and any Attachments, the terms of the Attachments shall prevail.

ATTACHMENT A

RANGE' ACCEPTABLE USE POLICY

1. This Attachment A, "RANGE' Acceptable Use Policy" sets forth the RANGE policy on the acceptable use by you of the Service, which includes your optional Personal Web Space, e-mail, and other services which may be added from time to time. It is designed to help protect the Service, RANGE' customers and the Internet community, from irresponsible or illegal activities.

2. RANGE reserves the right to decline to provide Service to you, or immediately to terminate your Service for material breach, if your use of the Service or your use of a User ID or the User ID of additional users on your account, whether explicitly or implicitly, and in the sole discretion of RANGE: (a) is obscene, indecent, pornographic, sadistic, cruel or racist in nature, or of a sexually explicit or graphic nature; (b) espouses, promotes or incites bigotry, hatred or racism; (c) might be legally actionable for any reason, (d) is objectionable for any reason, or (e) in any manner violates the terms of this Acceptable Use Policy.

3. You may not use the Service as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason; (c) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL, DNS address, or IP address of RANGE or any other entity or person, or to attempt to penetrate or penetrate security measures of RANGEWEB or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (d) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks; (e) to transmit unsolicited voluminous e-mails (for example, spamming) or to intercept, interfere with or redirect e-mail intended for third parties using the Services; (f) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet; (g) to post information on newsgroups which is not in the topic area of the newsgroup; (h) to interfere with another person's usage or enjoyment of the Internet or this Service; (i) to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (j) to damage the name or reputation of RANGE, its parent, affiliates and subsidiaries, or any third parties; (k) to transmit confidential or proprietary information, except solely at your own risk; (l) to violate ACTACCESS' or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (m) to use more than one IP address without the knowledge and consent of RANGE; (n) to generate excessive amounts (as determined by RANGE in its sole discretion) of Internet traffic, or to disrupt net user groups or e-mail use by others; (o) to engage in activities designed to or having the effect of degrading or denying Service to RANGE users or others (including activities that compromise a server, router, circuit or software; (p) to use any name or mark of RANGE, its parent, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner; (q) to use your RANGE account for the purpose of operating a server of any type other than with the knowledge and consent of RANGE; (r) to use the Service or the Internet in a manner intended to threaten, harass or intimidate; (s) to cause the screen to "scroll" faster than other

subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (t) to use the Service to disrupt the normal flow of online dialogue, (u) to use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service; (v) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (w) to impersonate any person or using a false name while using the Service; (x) to install "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or e-mail use by others; (y) to make false or unverified complaints against any RANGE subscriber, or otherwise abusing any of RANGE complaint response procedures; (z) to use software or any other device that would allow your account to stay logged on while you are not actively using the Service (aa) to export software or any information in violation of US export laws; (bb) to use the Service in contravention of the limitations of the pricing plan you have chosen; (cc) for DSL customers who use static IP, such customers must only use their assigned IP address; or(dd) to open more than three simultaneous connections to newsgroups at any one time or to rapidly open and close or create connections for users other than yourself (our subscriber).

4. Usenet Policy and Posting Restrictions: Usenet comprises a system of bulletin boards called newsgroups. Usenet access is provided to Internet access customers of RANGE. RANGE Usenet may not be accessed via any other network. RANGE will carry newsgroups at their sole discretion. Requests to add a newsgroup, from any source, will be evaluated on a case-by-case basis, and added at RANGE' sole discretion. You must familiarize yourself with the subjects and established guidelines and restrictions of any newsgroup in which you participate and we reserve the right, in our sole discretion to terminate your Service in the event you violate newsgroup guidelines or restrictions.

5. Copyright Infringement/Repeat Infringer Policy. RANGE respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. You may not store material on, or disseminate material over, RANGE' systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the US copyright laws. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of RANGE to terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances may exist where (i) a subscriber or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer, (ii) where a valid, effective and uncontested notice has been provided to RANGE alleging facts which are a violation by the subscriber or account holder of RANGE' Copyright Policy prohibiting infringing activity involving RANGE systems or servers, or (iii) in other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, RANGE expressly reserves the right to terminate or suspend the service of any subscriber or account holder if RANGE, in its sole judgment, believes that circumstances relating to the infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights RANGE may have under law or contract.

6. You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation or technical or personal data. You represent that you are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part your US export privileges. You agree to notify RANGE if you become subject to any such order.

7. You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Services and shall not impersonate any person or use a false name while using the Services. You agree to obtain all required permissions if you use the Service to receive, upload, download, display, distribute, or execute Software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with RANGE and provide requested information in connection with all security and use matters. You agree to promptly notify RANGE if you suspect unauthorized use of the Service or of your UserID. You remain liable for unauthorized use until your notification to RANGE. You agree that your name, UserID and other identifying information may be placed in our user directory.

8. RANGE reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong.

9. RANGE reserves the right, but shall be under no obligation, to monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement.

ATTACHMENT B

RANGEWEB.NET ANTI-SPAM / ANTI-VIRUS PROTECTION TERMS AND CONDITIONS

1. SERVICE AGREEMENT

1.1 This RANGEWEB.NET Anti-Spam / Anti-Virus Protection Terms and Conditions Agreement (“Agreement”) is entered into by the subscriber (“you”) and RANGEWEB.NET (“RANGE”). By using, the Anti-Spam / Anti-Virus Protection service (“Service”) you agree to be bound by the terms and conditions herein. You agree to allow RANGEWEB.NET to process incoming e-mail messages against known SPAM (defined as un-requested, unsolicited e-mail messages from entities that you have no business or personal relationship with) filter rules that are implemented automatically on inbound e-mail accounts that are enrolled in the Service in order to determine if the messages are unsolicited (SPAM).

2. SCOPE OF SERVICE

2.1 The processing of e-mail messages is by computer-automated systems. Portions of the Service may be provided to RANGE by third-party vendor(s), over which RANGE exercises no control. RANGEWEB.NET warrants that the Service is being provided by automated computer processing and that NO employee, affiliate, or agent of RANGE is reading your or other subscribers e-mail messages. The processing required to provide this Service is limited solely to the determination as to whether an e-mail message should be considered and treated as SPAM. The Service does not archive, store, or otherwise collect any e-mail messages or portions thereof, except as outlined herein.

2.2 RANGEWEB.NET reserves the right to change the method of electronic processing and filtering used to provide this Service without prior notice to you. RANGE further reserves the right to disable the Service temporarily, without notice, to prevent detrimental service degradation to you and other RANGE subscribers.

2.3 By agreeing to use the Service you acknowledge that the Service is provided on a “Best Effort” basis and agree that no SPAM / VIRUS filtering service or technology is 100% effective. You understand that you may continue to receive unsolicited messages, despite the Anti-Spam / Anti-Virus Protection Service being enabled. E-mail messages that have been determined to be SPAM will be sidelined in the Greymail e-mailbox that is provided as part of this Service. E-mail messages determined to be SPAM will be held in a Greymail e-mailbox for fourteen (14) days before being

deleted. Access to your Greymail e-mailbox is provided solely through the web interface ("webmail") provided to you as part of the e-mail service. RANGE acknowledges that from time to time legitimate e-mail messages that are not SPAM may be flagged by the Service and placed in your Greymail e-mailbox. As such, you are highly encouraged to review the content of your Greymail e-mailbox on an interval more frequent than fourteen (14) days. RANGE is not responsible for e-mail that is lost or deleted as a result of being flagged and placed in your Greymail account and not retrieved. You understand that it is strictly your responsibility to check the contents of your Greymail e-mailbox in a timely manner. RANGE is not responsible or liable for consequent actions arising from the deletion of legitimate e-mail placed in your Greymail e-mailbox and not retrieved.

3. LIMITATION OF LIABILITY AND REMEDIES

3.1 Communications from RANGE, its' parent, subsidiary organizations, or other likewise linked entities are not considered SPAM. All communications from RANGE to its customers are exempt from SPAM filtering.

3.2 THE SERVICE PROVIDED BY THE ANTI-SPAM / ANTI-VIRUS PROTECTION SERVICE AND ITS LICENSORS IS PROVIDED ON A "BEST EFFORT", "AS IS," "WITH ALL FAULTS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF SUCH PURPOSE) AND AGAINST ERROR-FREE OR UNINTERRUPTED SERVICE.

3.3 EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, RANGE, ITS THIRD PARTY LICENSORS AND THIRD PARTY PROVIDERS, DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, THOSE ARISING FROM THE COURSE OF DEALING, COURSE OF TRADE, OR THOSE ARISING UNDER STATUTE.

3.4 IN NO EVENT SHALL RANGE, ITS THIRD PARTY LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE THE ANTI-SPAM / ANTI-VIRUS PROTECTION SERVICE.

3.5 RANGE, ITS THIRD PARTY LICENSORS AND THIRD PARTY PROVIDERS DISCLAIM ANY LIABILITY OR RESPONSIBILITY ARISING FROM ON ANY CLAIM THAT YOUR ACCESS OR USE OF THE SERVICE PROVIDED UNDER THIS AGREEMENT INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

4. GENERAL PROVISIONS

4.1 The remedies expressly set forth in Attachment B are your sole and exclusive remedies under this Attachment.