

Terms of Service and Subscriber Agreement

Line Access services (the "Service") are owned and operated by Line Access, and are provided to you ("you," "Subscriber" or "user") under the terms and conditions of this Line Access Terms of Service and Subscriber Agreement (the "Agreement"). This Agreement comprises the entire agreement between Subscriber and Line Access with respect to the Service and supersedes any and all prior or contemporaneous agreements, communications, representations, statements and understandings, whether oral or written, between the parties regarding the subject matter contained herein.

1. THE SERVICE

1.1. **Description.** The Service consists of a satellite broadcast system that can offer three (3) kinds of services to a Subscriber's Personal Computer: (1) Turbo Internet Access - high speed Internet connection in which Line Access provider carries packets from the Internet and satellite return channel or dial-up modem carries packets into the Internet, Turbo Webcast - broadcast delivery of the most popular websites to a PC's hard drive, Turbo Newscast - broadcast delivery of Usenet Newsgroups to a PC's hard drive; (2) Digital Package Delivery - a multicast file transfer mechanism allowing a collection of PC files to be reliably transferred to a collection of Line Access receivers; and (3) Multimedia Delivery - an IP multicast service carrying real-time multimedia files. The Service is proprietary to Line Access. The Turbo Internet Access is provided to subscribers through one of four software plans (Personal, Corporate, ISP, and Education Editions), depending upon the number of users who will access the Internet service at the subscriber's location. Subscriber's access to the Service is licensed and not sold. Subject to the timely payment of all Fees and the terms and limitations set forth in this Agreement, Line Access agrees to provide Subscriber with a non-transferable and non-exclusive account, enabling Subscriber to access and use the Service (the "Account" or "Subscriber's Account").

1.2. **Accessibility.** Subscriber agrees that from time to time the Service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance and upgrade procedures or repairs which Line Access and/or its service providers, including without limitation, its satellites operators, may undertake from time to time; or (iii) causes beyond the control of Line Access which are not reasonably foreseeable by Line Access. The Services described above are provisioned by Line Access, from Hughes Network Systems.

1.3. **Slow Speed Periods.** Given ongoing changes to satellite technologies and fluctuations in usage, accurately predicting daily download and upload speeds is not currently possible. From time to time, the Service may intermittently encounter slow speed periods as is common with most internet-enabling technologies. Causes of slower speeds may include variables such as: the time of day and congestion on the Internet as a whole, Subscriber's own network configuration and usage patterns as well as maintenance and upgrade procedures or repairs which Line Access and/or its service providers, including its satellite operators, may undertake from time to time.

1.4. **Line Access-Provided Equipment.** Certain equipment is necessary to obtain and utilize the Service. For the Single-User Service, only a dish and related IRU/ITU modems are needed, which may be purchased from Line Access or you may switch from another provider, permitting the equipment is approved by Line Access technical support. For all other Service Editions, previously noted, the customer is required to purchase from Line Access the necessary hardware and/or routing software, in addition to the dish and the IRU/ITU modems. The warranty on Line Access-purchased equipment is discussed in 2.1.

1.5. **Relocation of Service.** Should Subscriber need to relocate, Subscriber shall contact Line Access at least three (3) weeks in advance of the scheduled relocation date to arrange for (a) the removal and relocation of Subscriber's Equipment; or (b) installation of new equipment, including a new dish, and re-mapping of Subscriber's existing equipment. Subscriber shall be responsible for all charges associated with Subscriber's relocation. Line Access currently utilizes a third-party installer to provide the Subscriber's install. The standard install fee is quoted at the time of purchase. However, there are many circumstances unknown at the time of the initial quote and additional fees may be incurred during the install, which are billed separately in addition to the standard install fee. Additional fees generally include but are not limited to: extra drive time, additional outlets, extra cabling, and non-penetrating roof mounts. If the Subscriber does not pay the additional fees, Line Access reserves the right to suspend or terminate service.

1.6. **Security.** Subscriber shall be solely responsible for the security, confidentiality and integrity of all messages and the content that Subscriber receives, transmits through or stores on the Service. Subscriber shall be solely responsible for any authorized or unauthorized access to Subscriber's Account by any person. Subscriber agrees to bear all responsibility for the confidentiality of Subscriber's password and all use or charges incurred from use of the Service with Subscriber's password.

1.7. **Line Access Fair Access Policy.** To ensure equal Internet access for all Line Access subscribers, Line Access' service provider(s) may maintain a running average fair access policy. Fair access establishes an equitable balance in Internet access across Turbo Internet services by service plan for all users regardless of their frequency or traffic usage. Fair access may result in Subscriber experiencing some temporary throughput limitations. LINE ACCESS TURBO INTERNET ACCESS IS NOT GUARANTEED.

1.8. **Resale of Service Provision.** Line Access Personal Edition, Corporate Edition, ISP Edition or Education Edition services are not intended for resale. Line Access reserves the right to terminate this Agreement in the event of resale by Subscriber under these service plans. Line Access allows the resale of Internet access with respect to its ISP or Commercial Edition services only.

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