

Mandatory Customer Agreement Provisions

Permitted Use And Restrictions On Use.

1.1 Software License. Subject to the terms and conditions of this Agreement, WildBlue grants to you a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided by or on behalf of WildBlue (including any updates) only for the purpose of accessing the Service ("Software") in accordance with this Agreement. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by WildBlue. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination of this Agreement and the license. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate, any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

1.2 Restrictions On Use Of The Service. NRTC and WildBlue reserve the right to terminate immediately the Service and this Agreement if you or any user under your account knowingly or otherwise engage in any prohibited activity or if you use the NRTC Equipment or Service in a way which is contrary to any NRTC policy or any policy of a NRTC supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with NRTC's Acceptable Use Policy and Data Access Policy attached to this agreement (both may be updated from time to time) and both of which are incorporated into and made a part of this Agreement.

1.3 Fair Access Policy. If your usage exceeds the limits set forth in the Data Access Policy applicable to your plan, NRTC may reduce the bandwidth available to you in accordance with the Data Access Policy. Continued violation of the Data Access Policy is a breach of this Agreement and will result in the termination of this Agreement. Internet access is not guaranteed.

1.4 Prohibition on Resale. Reselling the Service or otherwise making the Service available to anyone other than the members of your household (e.g. via wi-fi, or any other method), in whole or in part, directly or indirectly, whether monetary compensation is received or not, and whether on a bundled or unbundled basis is prohibited. The Service is for your personal, household use only and you agree not to use the Service for operation as an Internet service provider or for any purpose that makes Service available to any person unaffiliated with you or a computer not under your control, or as an end-point on a non-WildBlue local area network or wide area network. In addition, other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of the Acceptable Use Policy, Data Access Policy or terms of any other policy or plan, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises.

1.5 Security. **You agree to take reasonable measures to protect the security of computers capable of accessing the Service through your account, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, NRTC may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension.** In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

2. Warranties and Limitations of Liability.

2.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER NRTC, WILDBLUE NOR ANY OF WILDBLUE OR NRTC' AFFILIATES, SUBSIDIARIES, WHOLESALERS, DEALERS, RETAILERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WILDBLUE, NRTC NOR ANY OF THE PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE.

2.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER NRTC, WILDBLUE NOR ANY OF THE PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT WILDBLUE AND NRTC'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF THE PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO NRTC BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.