

# Exede Customer Agreement

*Thank you for giving us the opportunity to provide you with affordable, reliable high-speed Internet access. We look forward to you becoming a new Exede by Northland Connect customer.*

This Agreement describes the terms and conditions between you and Northland Connect Broadband LLC (“Northland Connect,” “Us” or “We”) applicable to Exede’s service (the “Service”). Please read this Agreement carefully since it contains important contract rights and obligations between you and Northland Connect, as well as important limitations on those rights. If you would like to contact us, you may call (866)567-1919 or write to:

Northland Connect Broadband LLC  
2810 Elida Drive  
Grand Rapids, MN 55744

**Minimum Service Commitment** All Exede by Northland Connect services require subscribers to commit to a 24 month minimum service term (“Minimum Service Term”), unless a different term is stated for your plan in this Agreement. If you upgrade from your current Service plan using SurfBeam-1 equipment (the “Original Plans”) to the New Broadband Plans (“New Broadband Plans” means any plan offered as of December 5, 2011 using SurfBeam-2 equipment and Exede service), you must commit to a new 24-month Minimum Service Term beginning on the date your new Service is activated. If you terminate Service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the Termination Fee as described below. You may not downgrade your Service plan to a lower Service package until 30 days after activation of your Exede Service.

**Term and Renewal** The term of this Agreement commences on the date your Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by you or Northland Connect in accordance with this Agreement. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you have agreed to a new Minimum Service Term under a program offered by Northland Connect. (“Renewal Program Term”).

**Equipment** New customers must lease the equipment designated by ViaSat (“Equipment”) from Northland Connect in order to receive the service. Only an Exede/WildBlue authorized installer may install the ViaSat equipment at your residence or business.

**Data Allowance Policy (formerly known as the Fair Access Policy or FAP)** The Exede Service is subject to data usage limits which are described in the Data Allowance Policy for your Service plan. If you exceed your data usage limits, ViaSat may severely slow, restrict, and/or suspend your Service or certain uses of your Service for a period of time.

The data usage limits for Exede are:

<b>Exede Broadband Plans</b>		<b>Package 1</b>	<b>Package 2</b>	<b>Package 3</b>
Measured over a fixed	<b>Data Allowance</b>	10	15	25

monthly period	(GB) (Combined Upload and Download)			
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**Termination Fees** If you cancel the Service before completion of the Minimum Service Term or Renewal Program Term, the Termination Fee is equal to the number of months left in your Minimum Service Term or Renewal Program Term multiplied by \$15.00.

**Return of Equipment** If you fail to return leased Equipment within 30 days after termination of the Agreement, additional charges will apply as specified in the Lease Addendum. If you purchased your WildBlue Equipment, you are not required to return the Equipment upon termination of this Agreement. In any event, Northland Connect is not obligated to de-install the Exede or WildBlue Equipment.

## Terms and Conditions

### 1. The Service

1. **Description.** The Service consists of a satellite-based Internet access service as further described in this Agreement (the “Service”). Service is in available locations in the U.S. with an unobstructed view of the southern sky and its usage is subject to Exede’s Data Allowance and Acceptable Use Policies. **Please note the following limitations applicable to use of the Service: VOIP services may not work over the Exede/ViaSat network. Real-time or “twitch” online gaming activities may experience performance degradation over the network, including latency effects. VPN applications may not perform or may under perform depending on the type network used.**
2. **Minimum System Requirements.** Your computer must meet certain minimum requirements to receive the Service as set forth on ViaSat/WildBlue’s website, [www.wildblue.com/aboutWildblue/qaa.jsp](http://www.wildblue.com/aboutWildblue/qaa.jsp). It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service.

### 2. Who May Use The Service? - Responsibility and Supervision

1. **Age and Account Set-Up** You represent that the Service will be installed and used solely in your residence and not in any commercial, retail or other business location (other than

a home office in your residence). You represent that you are at least 18 years of age. You agree that you are responsible for obtaining installation services for the ViaSat Equipment from a Northland Connect authorized installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information.

2. **Multiple Use of Account** Only computers physically located in your residence and your family members who permanently reside in your household may receive the Service under a single billing account. Your “household” is limited to the single address where you reside and where the Service is installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address. Any use of the Services other than as specified above is unlawful and unauthorized and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Services and the imposition of the Termination Fee, without prejudice to any rights and remedies available to Northland Connect under this Agreement, at law and at equity.
  
3. **Installation of Equipment** You represent that there are no legal, contractual or similar restrictions on the installation of the ViaSat/Northland Connect Equipment in the location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners’ association rules, covenants, conditions, and restrictions related to the Services, to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Services (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. You acknowledge and agree that Northland Connect or our designated service provider will be required to access your premises and system to install and maintain the ViaSat Equipment, including the antenna and its components, necessary for you to receive the Service inside and outside your home. This will include attaching a satellite modem to your computer, installing software on your computer and configuring your computer for optimized performance of the Service. By signing this Agreement, scheduling a service or installation visit, and permitting us or our service provider to enter your home, you are authorizing Northland Connect and our service provider to perform all of the above actions. **NEITHER NORTHLAND CONNECT NOR OUR SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, OR LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER.** You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. This limitation does not apply to any damages arising from the gross negligence or willful misconduct of any installation or

maintenance service provider. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

4. **Subscriber Responsibility** You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You acknowledge that you are aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who use the Service through your account. You ratify and confirm any obligations a minor using your account incurs or assumes and any promises or permissions such minor makes or gives. You acknowledge that an owner's manual or similar material was provided to you at the time of installation of your Equipment and that you have read and understand the manual and all product warnings contained in the manual.

### 3. **Fees and Payment**

#### 1. **Fees, Taxes and Other Charges**

1. **Commencement and Duration Of Monthly Fees** You acknowledge that (subject to any exceptions granted by us) monthly fees payable in advance will apply for each and every month (or portion of a month) that you are a subscriber, beginning with the date your Service is activated. Your account will continue until you cancel the account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Agreement). As stated above, you may cancel your account at any time, subject to payment of the Termination Fees, if applicable. The monthly fees shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with these terms and conditions.
2. **Billing and Charges** You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, ISP service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all

applicable taxes related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account. Information on charges and surcharges (if any) that are to be paid to us and are incurred by you or by users of your account will be made available to you on the Northland Connect website or sent to the email address you provide to us, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. You understand and agree that you will not receive a paper statement in the mail for your Service. Additional terms relating to pricing, billing, and payment which are an integral part of this Agreement are contained in your service plan and set forth on the WildBlue website: **www.northlc.com** and are incorporated into this Agreement. Northland Connect reserves the right to correct and charge under-billed amounts for a period of 90 days after the incorrect statement was issued. Payment of the outstanding balance is due in full each month.

3. **Administrative Fees** If your electronic payment is not received by us by its due date, your payment is returned or your account has been suspended, you may be charged administrative fees. You acknowledge that these fees are not an interest or finance charge and are reasonably related to the actual expenses we incur due to non-payment. **If we do not receive your full payment by its due date, we may charge you administrative late or nonpayment fees equal to the lesser of (i) \$5.00 per month; and (ii) the maximum amount permitted under applicable law. Such charge shall apply monthly until all delinquent amounts are paid in full.** If your EFT or credit card payment fails to be honored by your bank or other financial institution, we may charge you a collection fee equal to the lesser of (i) **\$25.00**; and (ii) the maximum amount permitted under applicable law.
2. **Payment Authorization** Except where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by Northland Connect from time to time, you agree that Northland Connect can charge your credit card or debit card (“Card Payment”), or initiate an electronic funds transfer out of your bank account (“EFT Payment”) for payment of all Service fees, the Termination Fee or any other amounts payable under this Agreement. Additionally, you agree that Northland Connect will bill your monthly Service fee and lease fee (if applicable) in advance, and such fees will automatically be collected through either a Card Payment or EFT Payment. With respect to such charges the following authorization applies: You authorize automatic Card Payments or EFT Payments by Northland Connect. You agree that the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number) and contact email

address. Changes to such information can be made by calling the Northland Connect billing office at (866) - 567-1919.. If you fail to provide us with any of the foregoing information, you agree that Northland Connect may continue charging you for any service provided under your account. In addition to administrative fees that you may owe, if we are unable to process your credit or debit card at any time or we otherwise do not receive electronic payment from you by its due date, your account may be immediately suspended and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before your next statement is issued, your account may be terminated due to your default or nonpayment and such termination may result in a Termination Fee owed by you. Your card issuer agreement governs use of your credit or debit card payment in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that Northland Connect will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement. Credit card payment is not required for residents of states where payment by credit cards may not be made mandatory.

3. **Disputes and Partial Payments** If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact our billing department. You must contact us within 45 days of receiving the statement on which the error or problem appeared. Northland Connect will make available to you a statement for each billing cycle showing payments, credit purchases and other charges. Northland Connect will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we can, but are not required to, accept them, without losing any of our rights to collect all amounts owed by you under this Agreement. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.
  
4. **Reactivation** To reactivate suspended Service, you must bring your account up to date through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed one year of monthly fees. Amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount

on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

5. **Credit Inquiries and Reporting** You authorize us to make inquiries and to receive information about your credit experience from others, including credit reporting agencies, enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. In the case of late payment or non-payment for any of the Services ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

#### 4. **Modifications, Rights of Cancellation or Suspension**

1. **Modification of this Agreement** Upon notice published over the Service, we may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify you by e-mail, online via one or more of the websites within the Service or other electronic notice. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 4.3 and stop using the Service prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes your acceptance of such modifications. If a change results in an increase of the monthly fee by more than 25%, however, you may terminate your Service, without incurring any Termination Fee, by calling us within 30 days after the first statement reflecting such changes is issued.
2. **Modification of the Service** We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to you by Northland Connect or its vendors in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, online via one of more of the websites within the Service or other electronic notice. If you do not agree to such changes, then you must cancel your subscription and stop using the Service prior to the effective date of such changes. Your use of the Service after the effective date of such changes or additions constitutes your acceptance of such changes. In addition, we may take any action consistent with our Acceptable Use and Data Allowance Policies, including actions to (a) prevent bulk e-mailing from entering or

leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to Northland Connect or its subscribers, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

3. **Termination by Subscriber** Subject to your payment of the Termination Fee and the monthly fees for the full billing cycle in which termination occurred, you may immediately terminate this Agreement at any time by giving us written or telephone notice. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and Northland Connect will not provide a pro-rata refund for any pre-paid fees regardless of when your service is terminated. In limited circumstances, Northland Connect may permit you to temporarily suspend service. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and Northland Connect will not provide a pro-rata refund for any pre-paid fees regardless of when your service is suspended. Please allow five business days from the date of receipt for processing written requests to terminate or suspend your Service. For clarification, Northland Connect does not accept notices of termination or suspension via e-mail or chat. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or suspended or we have acknowledged such termination or suspension in writing or by e-mail. In addition, if you leased your Equipment, upon termination you will be responsible for the return of the Equipment to Northland Connect in accordance with your obligations under the Lease Addendum.
  
4. **Termination or Suspension by Northland Connect** We may immediately terminate your Service and this Agreement if you or a user of your account breaches this Agreement. We reserve the right in our sole discretion to terminate your account and this Agreement at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part.
  
5. **Post-Termination or Suspension Obligations** Notwithstanding any cancellation or termination of this Agreement or any of your accounts, or any suspension or termination of access to or use of the Service, you will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such cancellation, termination or suspension. Your payment and other obligations under this Agreement are not suspended or affected

by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by you or any user of your account.

## 5. **Permitted Use And Restrictions on Use**

1. **Software License** Subject to the terms of this Agreement, ViaSat grants to you a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided by or on behalf of Northland Connect (including any updates) only for the purpose of accessing the Service ("Software") on any machine(s) on which you are the primary user or which you are authorized to use. For New Broadband Plans, ViaSat/Northland Connect uses third party software provided by Accelenet either in your modem or in your PC. You agree to comply with the terms of the Accelenet License Agreement located at [www.viasatresidential.com/legal](http://www.viasatresidential.com/legal). You may also be required to accept the terms via a "click-through" or similar agreement. Please read the terms very carefully, as they contain important disclosures about the use and security of data transmitted to and from your computer. Our Subscriber Privacy Policy also provides important information about this application. 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 Northland Connect. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by Northland Connect or ViaSat 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.
2. **Restrictions on Use of The Service** You agree to comply with Exede's and Northland Connect's Acceptable Use and Data Allowance Policies located at [www.viasatresidential.com/legal](http://www.viasatresidential.com/legal) and each of which are incorporated into and made a part of this Agreement. Northland Connect and ViaSat reserves the right to immediately terminate the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity. You do not own, nor have any rights other than those expressly granted to you, to a particular IP address, even if you have ordered a static IP address.

3. **Data Allowance Policies** If your usage exceeds the limits set forth in the Data Allowance Policy, we may reduce the bandwidth available to you on a temporary basis. Exceeding the Data Allowance Policy is not guaranteed. The terms of the Data Allowance Policy apply to all Service plans.
  
4. **Prohibition on Resale** Reselling the Service or otherwise making the Service available to anyone outside your residence (e.g. via wi-fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis is prohibited. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, 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 Allowance 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. You may not connect the ViaSat Equipment to any computer outside of your residence.
  
5. **No Unauthorized Use of ViaSat Equipment or Software** You are strictly prohibited from servicing, altering, modifying, or tampering with the ViaSat Equipment provided you by Northland Connect, Software or Service or permitting any other person to do the same who is not authorized by Northland Connect. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.
  
6. **Compliance with Laws** You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.
  
7. **Security** You agree to take reasonable measures to protect the security of your computer, 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, Northland Connect 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.

8. **Responsibility of Subscriber** You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your login and password. You are considered the registered recipient of the Services, and you will be liable for any charges or fees incurred by the use of your WildBlue Equipment by anyone else up to the time that we receive your notice of termination, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may inactivate your Service. If your Northland Connect/ViaSat Equipment is stolen or otherwise removed from your premises without your authorization you must notify Northland Connect Customer Care Center immediately, or else you will be liable for payment for unauthorized use of the Service or the Equipment.
  
6. **Exede by Northland Connect ViaSat Equipment** If you purchased your Equipment, the terms of sale applicable to the ViaSat Equipment are governed by your purchase agreement or other documents evidencing such sale and, if applicable, limited warranty (available at [www.viasatresidential.com/legal](http://www.viasatresidential.com/legal)) and service plan, if any. In addition, ViaSat Equipment contains software and/or other intellectual property subject to a license agreement(s) ("License Agreement") provided with the WildBlue Equipment. Any breach of the License Agreement constitutes a breach of this Agreement.
  
7. **Warranties and Limitations of Liability**
  1. **DISCLAIMER OF WARRANTIES** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER NORTHLAND CONNECT NOR ANY OF NORTHLAND CONNECT'S WHOLESALERS, DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("NORTHLAND CONNECT PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES NORTHLAND CONNECT NOR ANY OF IT'S PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT,

NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. NORTHLAND CONNECT EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY NORTHLAND CONNECT OR ANY OF NORTHLAND CONNECT'S PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE NORTHLAND CONNECT PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. 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. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

2. **LIMITATION OF LIABILITY** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER NORTHLAND CONNECT NOR ANY OF NORTHLAND CONNECT'S 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 NORTHLAND CONNECT'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF NORTHLAND CONNECT'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO NORTHLAND CONNECT 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.

3. **Applicability and Exceptions** The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Northland Connect or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited. In addition, these exclusions and limitations do not apply to your purchase of your ViaSat/Northland Connect Equipment, which is governed by your purchase agreement or other documents evidencing such sale and if applicable, Northland Connect's limited warranty and service plan, if any.
  
4. **Service Interruptions** Service may be interrupted from time to time for a variety of reasons, including thundershowers at your home or at your assigned gateway location. Weather conditions at your assigned gateway may be different than the weather at your home. We are not responsible for any interruptions of Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. **THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.** You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.
  
5. **Indemnity** You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.
  
6. **Third Party Beneficiaries** The provisions of this Section 7 are for the benefit of us and our respective contractors, information or content providers, service providers, licensors, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

## 8. **General**

1. **Limits on Transfers** Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by ourselves, or by your credit card company or other billing institution, as applicable.
  
2. **Applicable Law** This Agreement is made in the State of Minnesota. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Minnesota, in the United States, excluding conflicts of law provisions.
  
3. **Dispute Resolution** To expedite resolution of problems and control the cost of disputes, you and Northland Connect agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding until at least 60 days after one of us notifies the other of a Claim in writing ("Notice"). You will send your Notice to the address on the first page of this Agreement to the attention of the Consumer Affairs Manager, and we will send our Notice to your billing address. If you and Northland Connect are unable to resolve the Claim within 60 days after Notice is received, then Northland Connect and you agree to arbitrate **any and all Claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
  - Any Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory;
  - Any Claims that arose before this or any prior Agreement ;
  - Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and
  - Any Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court in the county of your billing address. This Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. If the law allows, these agencies may seek relief against us on your behalf. **You agree that by entering into this Agreement, you and Northland Connect are each waiving the right to participate in a class action and to a trial by jury.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Dispute Resolution provision shall survive termination of this Agreement. The arbitration shall be governed by the Commercial

Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the “Arbitration Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The Arbitration Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the address on the first page of this Agreement to the attention of the Consumer Affairs Manager. The arbitrator is bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, except issues relating to the scope and enforceability of this Dispute Resolution provision which shall solely be for a court of competent jurisdiction to decide. Unless you and Northland Connect agree otherwise, any arbitration hearings shall take place in Grand Rapids, Minnesota. During the arbitration, neither party shall disclose to the arbitrator until after the arbitrator determines the amount, if any to which you or Northland Connect is entitled, the amount of any settlement offer made by Northland Connect or you. If your claim is for \$5,000 or less, you and Northland Connect agree that you may choose whether the arbitration will be conducted solely on the basis (a) of documents submitted to the arbitrator, (b) through telephonic hearings, or (c) by an in-person hearing as established by the Arbitration Rules. If your claim is in excess of \$5,000, the right to a hearing shall be determined by the Arbitration Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficiently explaining the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)), then the payment of all such fees shall be governed by the Arbitration Rules. In such case, you agree to reimburse WildBlue for all monies previously disbursed by it that are otherwise your obligation to pay under the Arbitration Rules. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claim. **YOU AND NORTHLAND CONNECT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Furthermore, the arbitrator may not consolidate more than one person’s Claim, and may not otherwise preside over any form of a representative or class proceeding, unless both you and Northland Connect agree otherwise. If this specific provision is found to be unenforceable for any reason, then the entirety of this Dispute Resolution provision shall be null and void. Notwithstanding any provision in this Agreement to the contrary, we agree that if Northland Connect makes any future change to this Dispute Resolution provision during your Minimum Service Term, you may reject any such change by sending us written notice within 30 days of the change to the address on the first page of this Agreement. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or be barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods.

**Notices, Disclosures and Other Communications** Where notification by Northland Connect is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form by Northland Connect shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify us of any change in your credit card information, e-mail or postal address by calling the Northland Connect billing department.

**Construction and Delegation** If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide the services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable.

**Miscellaneous** We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

**Assignment Of Account.** We may sell, assign, pledge or transfer this Agreement, the lease addendum, your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.

**Entire Agreement** This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and WildBlue, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

**If you did not receive Sections 1 through 8 of this Agreement, and, if applicable, the Lease Addendum, DO NOT SIGN THIS AGREEMENT.**

This Agreement has 9 pages and also incorporates Exede by ViaSat's Data Allowance Policies, Acceptable Use Policy, and the terms of your Service plan. In addition, if you are leasing your Equipment, your Agreement includes, as applicable, the 2 page Leasing Addendum. You acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the pages of these documents, as each of them may be updated from time to time, as posted at [www.northlc.com](http://www.northlc.com)

**Customer Information**

**Authorized Signer Information**  
(if Customer is not present at Installation)

Customer  
Signature: \_\_\_\_\_

Authorized  
Signer's  
Signature: \_\_\_\_\_

By signature I affirm that the Customer has authorized me to establish an account in the Customer's name.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print  
Customer  
Name: \_\_\_\_\_

Print Authorized  
Signer's Name: \_\_\_\_\_

Street  
Address: \_\_\_\_\_

Relationship to  
Customer: \_\_\_\_\_

**Lease Addendum**

This Lease Addendum is between you and Northland Connect Broadband LLC and is separate and different from any other commitment you may have made with Northland Connect Broadband or ViaSat and is fully enforceable under these terms.

If you have purchased your Equipment from Northland Connect these terms do not apply to you.

- **Applicable Documents and Terms** If you leased Equipment from Northland Connect the terms and conditions of this Lease Addendum, the Customer Agreement and the pricing terms of the lease promotion apply to you. Unless otherwise specified in your Customer Agreement: (i) the

leased Equipment shall at all times remain the sole and exclusive property of Northland Connect and we will have the right, in our sole discretion, to provide or replace leased Equipment with new or reconditioned Equipment and to remove, or require the return of, such Equipment upon cancellation or disconnection of your Services for any reason; and (ii) we will charge you a monthly Equipment rental fee (an "Equipment Rental Fee") for the Equipment. If you elected a promotion under which you prepaid lease fees, no additional lease fee will apply until you have exhausted the prepaid amount. Upon expiration of the prepaid lease term, the monthly Equipment Rental Fee will be charged to your payment method on file.

- **Ownership by Northland Connect** No leased Equipment provided to you by Northland Connect shall be deemed fixtures or part of your realty. Our ownership of such Equipment may be displayed by notice contained on it. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of the Equipment shall be performed by us at our service rates in effect at the time of such service. We reserve the right to make such filings as may be determined to be necessary by us in our sole discretion to evidence our ownership rights in the Equipment, and you agree to execute any and all documents as may be so determined to be necessary for us to make such filings. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that your Equipment be covered by your homeowners, renters or other insurance policy.
- **Return of Equipment** If you cease to be a Northland Connect customer for any reason (whether voluntarily or involuntarily), you must call Northland Connect within seven days after the termination of your Exede Service, to make arrangements for WildBlue to de-install your Equipment at our standard rates or to return the equipment. You acknowledge that the Equipment must be returned to Northland Connect in good working order, normal wear and tear excepted. If Northland Connect does not receive all of the Equipment within **30 days** after the termination of your WildBlue Services or if the Equipment is damaged when it is returned to Northland Connect, you agree to pay Northland Connect the sum of **\$150 for each unreturned or damaged satellite modem** and **\$150 for each unreturned or damaged transceiver integrated assembly**. This fee represents compensation for a portion of the expenses incurred by Northland Connect in establishing your account and providing you the Equipment for your use. Additionally, you agree that Northland Connect may charge any amounts due for unreturned or damaged Equipment using the payment method on file with Northland Connect (Card Payment or EFT Payment) and you hereby authorize Northland Connect to make such charges.
- **Repair/Replacement**. As a part of your Rental and Protection Plan monthly fee Northland will repair or replace defective Equipment on site or, at our discretion, having you return the equipment to Northland Connect's designated address. You shall notify us promptly of any

defect in, damage to, or accident involving your leased Equipment by calling 1-866-567-1919. All maintenance and repair of Equipment shall be performed by us or our designee(s). Northland Connect may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.

- **Monthly Rental and Protection Plan Fee.** You will be charged a monthly fee for the rental of ViaSat Equipment in your household in accordance with the Service you are purchasing. Applicable taxes will apply. THE RENTAL FEE IS SUBJECT TO CHANGE AT ANY TIME. The monthly rental fee will also include repair and/or replacement of the WildBlue equipment as provided for in this agreement and outlined in the Protection Plan Addendum.
- **Disclaimer** NORTHLAND CONNECT PROVIDES YOU THE ViaSat EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT PROVIDED TO YOU. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.

**Customer Acknowledgement** Customer acknowledges and agrees that Northland Connect is not extending credit and that the unreturned Equipment fees are not interest, a credit service fee or a finance charge. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Service Center by telephone or in writing immediately, but in any event not more than three business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.