

INTERNET ACCESS SERVICE AGREEMENT

PLEASE READ CAREFULLY

Plains Communication Services ("PCS"), LLC and Plainstel.com provides its subscribers with access to the Internet only on the terms and conditions set forth herein. Signing on to our service constitutes acceptance of such terms and conditions.

1. Plains Communication Services ("PCS"), LLC and Plainstel.com agree to provide its Internet Access Service (the "Service" to the applicant named above ("Customer") for Customer's private use.
2. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER PLAINS COMMUNICATION SERVICES, LLC & PLAINSTEL.COM NOR ANY OF ITS PARENT COMPANIES, LICENSERS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER PCS INTERNET NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF WARRANTY.
3. Customer acknowledges and agrees that there are limited technical means available to provide privacy and security on the Internet. PCS and Plainstel.com will not intentionally disclose the contents of private files to third parties without Customer's written permission or a court order or subpoena. However, PCS and Plainstel.com Internet Service reserve the right to inspect electronic mail if necessary to debug electronic mail software or to reroute electronic mail that has been misaddressed or misrouted. System administration tasks may also expose the contents of Customer's files to PCS and

Plainstel.com personnel. For its part, Customer recognizes that there are unscrupulous people who know how to circumvent system security. Accordingly, Customer agrees to guard its password carefully, move private and important files to its own system if possible, and will not send by electronic mail or keep online anything that it does not want read.

4. PCS and Plainstel.com will cooperate with law enforcement officials and with other system administrators in the legitimate investigation of suspicious activity. Intentional violations of privacy of other users by Customer, whether on the PCS and Plainstel.com system or at another site, will be grounds for immediate termination of Customer's Service and may make Customer subject to civil or criminal penalties.
5. PCS and Plainstel.com reserves the right to immediately terminate service of any customer who jeopardizes the efficiency of the system by sending unsolicited commercial e-mail or posting commercial messages to inappropriate newsgroups.
6. Customer acknowledges that by its nature, use of the Internet means that certain information about Customer and its activities will be visible to other users through well-known system commands. Accordingly, such information will be treated as public information. This includes Customer's name, the fact that Customer has an account, when and for how long Customer is logged in, and the commands Customer runs.
7. You may connect multiple computers or devices within a single home or office location to your DSL modem and/or router to access the Service, but only through a single DSL account and a single IP address obtained from Plainstel.com.
8. PCS and Plainstel.com Internet Service by providing the Service does not, in any way, control or edit the content of any material placed on the Internet by its subscribers or any third parties, nor does it in any way control, limit or edit the material or its content which Customer may access or become exposed to on the Internet. Customer is solely responsible for any information which it places on the Internet, which it accesses on the Internet or which it uses through the Service; in particular, Customer is solely responsible for the legality of any such information or the access or use thereof. Some information accessible on the Internet may be offensive either

because of its content (including sexually explicit material), or the language used in expressing ideas. Customer is solely responsible for choosing to read or view any material it accesses on the Internet. PCS and Plainstel.com expressly disclaims any and all liability from all claims for damages arising out of, or claimed to arise out of, encountering any such material.

9. The Service may only be used for lawful purposes. Some material available on the Internet may be copyrighted or constitute a trade secret, and some material may have been placed on the Internet in violation of U.S. or other copyright laws. Customer is solely responsible for determining the legal status of any intellectual property it uses or duplicates using the Service. Traffic in access codes; credit card numbers or similar information is unlawful. Any use by Customer of the Service for unlawful purposes will constitute grounds for PCS and Plainstel.com to discontinue Customer's Service.
10. All use of the Service must conform to the restrictions associated with Customer's account and as set forth herein. Plainstel.com Internet Service reserves the right to terminate the Service if Customer violates such restrictions.
11. The sharing of passwords or accounts is strictly prohibited and violators are subject to the cancellation of such Customer's Service without prior notice. The resale of the Service or any other associated services by any and all means is restricted unless approved in advance in writing by PCS and Plainstel.com.
12. Customer's usage billing period begins on the 22nd of each month and ends on the 21st of the following month. Plainstel.com Internet Service will furnish a bill to Customer on a monthly basis. Bills will be sent to the customer by the first of the month with payment due by the 15th of the month. All accounts not paid in full by the 15th of the month following the billing will be subject to disconnection. All PCS and Plainstel.com Internet Service accounts, whether for individual or business customers, are single user/station accounts. Sharing the account with persons other than family members residing in an individual Customer's household, whether for compensation or otherwise, is strictly prohibited.
13. Customer is responsible for all actions it takes or causes to be taken in connection with its use of the Service. As a condition of the

Service, Customer agrees to indemnify and hold harmless Plainstel.com, its parent corporations (Plains Cooperative Telephone Association, Plains Communication Services, LLC) and their respective officers, board members, employees, agents, and member owners from any claim or cause of action by Customer or any third party for any damages arising out of, or claimed to arise out of, Customer's use of its account, or the use of such account by any person whatsoever, to access the Internet or any information thereon.

14. Plains Communication Service's return check charge is \$20.00 plus bank charges.
15. Customer may cancel its Service at any time. Customer will be responsible for paying the cost of the Service incurred on a prorated basis. PCS and Plainstel.com may terminate the Service at any time upon any violation by Customer of any of the terms and conditions contained herein. Otherwise, PCS and Plainstel.com may terminate the Service upon 30 days prior written notice to Customer.
16. PCS and Plainstel.com reserve the right to change the rates and otherwise modify the terms and conditions of this Agreement by notifying Customer 10 days in advance of the effective date of such proposed changes. If Customer does not request its Service to be terminated, it will be conclusively presumed that Customer consents to the new terms conditions, and rates as so notified.
17. The Internet may contain viruses, which, if not eliminated, may destroy parts or all of the data contained in your computer. PCS and Plainstel.com has no control over the existence or elimination of any such viruses. Specifically, PCS and Plainstel.com does not provide any filtering or checking of data to eliminate viruses. Customer agrees to provide its own mechanism for checking its computer system for viruses obtained through the Service. Further, Customer agrees not to introduce, knowingly or unknowingly, any virus onto the Internet system or PCS and Plainstel.com's hosts. Further Customer will hold PCS and Plainstel.com harmless from, and indemnify PCS and Plainstel.com for any damages resulting from any viruses introduced by Customer onto the Internet or into PCS and Plainstel.com's systems.

18. The terms and conditions contained herein supersede all previous representations, understandings or agreements and shall supersede any other terms and conditions of any order submitted or prior price quoted.
19. This agreement is made under and shall be governed by and construed in accordance with the laws of, the State of Colorado applicable to agreements made and performed in Colorado. Any cause of action of Customer or its designated users with respect to the Service must be instituted within one year after the claim or cause of action has arisen or it will be barred.