



Service Agreement For Telecommunication Services

Thank you for using GREAT LAKES COMNET, INC. services. In this Service Agreement ("Agreement"), The "Company" means GREAT LAKES COMNET, INC.. The "Customer" is the person or company receiving the Company's services that are defined below.

By ordering, enrolling, using or paying for these services or accepting service from the Company, Customer agrees to the rates, charges, terms and conditions expressed in this Agreement. In turn, Company agrees to provide service to Customer in accordance with this Agreement. If you do not agree with any of the rates, charges, terms and conditions, discontinue use of the services and immediately cancel the services provided by contacting the Company at 517-664-1600.

"Service" or "Services" are defined as interstate interexchange telecommunications services that you have ordered, enrolled in, used, or have paid for and that the Company has provided to you. Prior to July 31, 2001, these services were provided to you by the Company based on tariffs filed with the Federal Communications Commission. Any new Customer that orders, enrolls in, uses, or pays for the services provided by the Company, after July 31, 2001, agrees to the rates, charges, terms and conditions set for in this Agreement. The GREAT LAKES COMNET, INC. Service and Charges Guide contains the specific rates, charges, terms and conditions, and description of services provided by the Company not set forth here in this Agreement. This Agreement incorporates by reference the rates, charges, terms and conditions, and description of services provided the Company that are included in the GREAT LAKES COMNET, INC. Service and Charges Guide. The Services and Charges Guide can be viewed at the Company's website located at www.GLComnet.net or in person at the Company's main commercial office located at 1515 Turf Lane, Suite 100 East Lansing, Michigan 48823. Information about specific rates, charges, terms or conditions, and service provided can also be obtained by contacting the Company's main office at 517-664-1600.

1. Payment Terms

a. Agreement to Pay. Customer agrees to pay Company for the Services provided to Customer at the rates and charges specified in the Service and Charges Guide, including applicable fees and taxes. Customer is responsible for the unauthorized use of the Services, and is responsible for payment for any such unauthorized use.

b. Price Changes. From time to time, the Company may change its rates and charges for services. In the event of a change in the rates and charges, the Company will advise the customer prior to implementing such change. The company will also post these changes on the company website and the Company's commercial offices. The change of rates and charges for Services provided are effective immediately after they are posted to our website at www.GLComnet.net or the Company's commercial office located at 1515 Turf Lane, Suite 100, East Lansing, Michigan 48823.

c. Billing Period. The services are provided and billed on a monthly basis. Payments are due within 30 days of invoice and are to be paid in U.S. Monies. A late fee of 1.5 % may be applied to any late payments.

d. Billing Errors. Subject to applicable law, Customer must notify Company of any billing errors or other requests for credit within (6) months of when the Service is provided.

2. Termination

The Company may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this Agreement or otherwise, or as a result of actions of a governmental agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this Agreement by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors, or as otherwise permitted by this Agreement.

a. The discontinuation of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.

b. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

c. Except as otherwise provided in this Agreement or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose names(s) and business address(es) appear on the executed service order.

d. Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

e. The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is canceled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the service.

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3. Limitation of Liability

Unless otherwise specifically provided in this Agreement or otherwise prohibited by law, Company will not have liability to Customer or to any third party for:

- a. Any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the use of the Service by Customer, without limitation, any damages resulting from or arising out of Customer's reliance or use of the Service, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delay in operation, transmission, or any failure of performance of the Service; and
- b. Any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with any allegation, claim, suit or other proceeding based on a contention that the use of the Service by Customer or a third party infringes on the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property rights or contractual rights of any third party.
- c. The limitations set forth in Section 8 apply to acts, omissions, and negligence of Company (and their respective officers, employees, agents, contractors or representatives) which, but for this provision, would give rise to a cause of action in contract, tort or any other legal doctrine.
- d. Customer's sole and exclusive remedies under this Agreement are expressly set out in this Agreement. Some states do not allow the limitations or exclusions of incidental or consequential damages, so limitations or exclusions may not apply to you.

4. Miscellaneous

- a. No Third Party Rights. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.
- b. Acts Beyond Our Control. Neither the Customer nor the Company will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond the Company's reasonable control, except that customer must pay for any Services used.
- c. Assignment. The Company can assign all or part of its rights or duties under this Agreement without notifying Customer. If Company does this, it has no further obligations to Customer. Customer may not assign this Agreement or the Services without Company's prior written consent.
- d. Separability. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

5. Warranties

Unless otherwise expressly stated in this Agreement, Company makes no express or implied warranty regarding the Services provided.

6. Indemnification

Customer agrees that Company should not be responsible for any third-party claims against Company that arise from Customers use of the Services. Customer agrees to reimburse Company for all costs and expenses related to the defense of any such claims, including Attorney's Fees.

7. Amendment

Company may, in its sole discretion, change, modify, add or remove portions of this Agreement, and the Service provided thereunder, or the Services and Charges Guide, at any time. Company will notify Customer of any such changes by posting notices of such changes on the Company's web site at www.GLComnet.net, or sending notice via e-mail, postal mail or other means. Customer's continued use of the Service following such notice of such change shall be deemed Customer's acceptance of any such modification. If Customer does not agree to any such modification, Customer must immediately stop using the Service and notify Company that Customer is terminating this Agreement in accordance with Section 2 of this Agreement.

8. Governing Law

This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Michigan. Subject to Section 1(C), Customer may not bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose.

9. Entire Agreement

This Agreement (which incorporates by reference the GREAT LAKES COMNET, INC. Services and Charges Guide) constitutes the entire agreement between Company and Customer, and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral.