

SUMMIT DIGITAL HIGH SPEED INTERNET SERVICE RESIDENTIAL SUBSCRIPTION AND SERVICE AGREEMENT

I hereby subscribe to Summit Digital High Speed Internet Service in accordance with the following terms and conditions:

1. Summit Digital Holdings, Inc., and its authorized representatives, ("Summit Digital") will provide a high-speed connection to the Internet from a single personal computer connection in my home ("the Service"). The Service includes wiring, wireless radio and an external antenna, if necessary. The transfer speeds, e-mail services, and other components provided with each specific product offering are defined in a separate document entitled "Summit Digital High Speed Internet Service Residential Product Definition", and on Summit Digital's website (<http://www.summitdigital.net/agreements>) and are hereby included by reference.
2. I must pay an installation fee and a monthly charge for the Service. The installation fee and first month's service charges are due at the time of installation. Charges are billed monthly in advance, must be paid in full each month, and are subject to change on reasonable notice.
3. I may terminate the Service at any time by notifying Summit Digital. Summit Digital may terminate the Service immediately upon a violation of this Agreement.
4. I must be present during installation.
5. The Service is for personal, non-commercial use only. I may not resell or redistribute access to the Service.
6. I must ensure that each person who uses the Service complies with the Summit Digital High Speed Internet Service Acceptable Use Policy. Copies of the policy are available from Summit Digital upon request and are located at (<http://www.summitdigital.net/agreements>).
7. Telephone and on-site support will be provided for the hardware and software supplied by Summit Digital. Summit Digital is not obligated to correct or repair hardware, software, or equipment that Summit Digital does not supply. I am not authorized to tamper with, attempt to repair, or alter any property of Summit Digital or any connection to Summit Digital's network. I am not authorized to alter or increase the speed of my connection to Summit Digital's network, or to attempt to do so. If my use or modification of hardware, software, or equipment supplied by Summit Digital requires a visit to my home for repair or correction, a charge may apply. I am responsible for all costs incurred by Summit Digital arising from a violation of this paragraph by me or by anyone who uses the Service supplied to me.
8. I understand that I will not attempt to modify the Summit Digital products and services in any manner (for example altering the speeds at which my wireless radio operates), or attempt to circumvent controls on any aspect of this service (for example exceeding the limit on the allowed traffic to and from newsgroup services provided by Summit Digital, or the sending of an excessively high volume of e-mail messages). Such activity may cause degradation in the service for other Summit Digital customers, or harm to Summit Digital's network infrastructure, and may constitute a crime.
9. Upon termination, if installed before 1/1/2010 or if currently under a Wireless Internet Equipment Contract I must either (a) return the Summit Digital wireless radio to a Summit Digital customer service location within five (5) business days, or (b) notify Summit Digital and permit Summit Digital to pick up the wireless radio. If I fail to return the wireless radio for any reason (including theft or destruction), I must pay liquidated damages of Five Hundred Dollars (\$500.00) for each wireless radio not returned.
10. Upon termination of this Agreement, Summit Digital is authorized to delete all files, programs, data, e-mail messages, and other materials associated with the account.
11. I represent and warrant that I am at least 18 years of age and am legally authorized to enter into this Agreement. I warrant that I am legally empowered to authorize Summit Digital to enter upon the property where the personal computer is located for the purpose of (a) placing Summit Digital wireless radio on the structure; (b) attaching wiring and equipment to the structure; and (c) connecting equipment to and configuring necessary settings in the designated personal computer. I must indemnify Summit Digital from any claims brought against Summit Digital if this warranty is breached, or if Summit Digital's entry upon or into the property is unauthorized or illegal.
12. **SUMMIT DIGITAL HIGH-SPEED INTERNET SERVICE IS PROVIDED 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, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY SUMMIT DIGITAL, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. NEITHER SUMMIT DIGITAL NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.**

13. IN NO EVENT SHALL SUMMIT DIGITAL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF INFORMATION OR DATA OR USE THEREOF, DAMAGE TO EQUIPMENT OR SURROUNDINGS, OR THAT ARISE FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, OR ANY CLAIMS BY ANY THIRD PERSON, EVEN IF SUMMIT DIGITAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE. BECAUSE SOME STATES/JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. I agree to defend, indemnify and hold Summit Digital and its officers, employees, and agents harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of this Agreement, or the Acceptable Use Policy, or any other Summit Digital policies; (b) use of the Service or the placement or transmission of any message, information, software or other materials through the Service; and (c) claims for infringement of patents, copyrights, or other intellectual property rights, or breach of contract or any other claim arising from the use of the Service.

15. Summit Digital reserves the right to seek and obtain reimbursement from the Subscriber for any damage or injury to the Summit Digital system, or to Summit Digital's business, whether temporary or permanent, which is caused by the Subscriber, or by persons using the Subscriber's connection. Violations of the law will be referred to the appropriate authorities.

16. Summit Digital has no responsibility for, and is not liable for, the speed, content, or accuracy of any transmissions on the system. All Summit Digital obligations hereunder are subject to acts of God, the elements, flood, fire, explosion, other casualty, strikes, walkouts, other labor difficulties, injunctions, accidents, breakage, breakdown of machinery or apparatus, bandwidth contention, the necessity for repairs, replacements, improvements, alterations, or additions, inability to obtain services or supplies at the normal costs from normal sources, riot, war, governmental regulation, or any other cause beyond Summit Digital's reasonable control. Summit Digital is not liable to me or to anyone else for any of the foregoing. The sole and exclusive remedy for any breach of this Agreement by Summit Digital is the termination of this Agreement.

17. No representation, warranty, term or condition other than as specifically set forth in this agreement is binding on Summit Digital. Failure by Summit Digital to enforce any provision of this Agreement in one circumstance shall not be construed as a waiver of the right to enforce the provision in any other circumstance. If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions are unaffected. This Agreement may be modified by Summit Digital upon reasonable notice, including general notices provided to subscribers on-line. If I do not agree with any modification, I may terminate this Agreement. I must pay all amounts due under the Agreement up to the effective date of the termination.

18. I may not assign this Agreement. This Agreement is governed by, and construed in accordance with, the laws of the state of Michigan. Proper venue for any action brought under this Agreement is Macomb County, Michigan and the parties expressly consent to exercise of personal jurisdiction in said courts. By signing this document, I acknowledge receipt of the wireless radio and external antenna, if necessary. I acknowledge that the Service is functioning properly.

19. I agree that the provisions contained in the document entitled "Summit Digital High Speed Internet Service Residential Terms and Conditions of Service" are incorporated into and made part of this Agreement. I agree to review the document at the Summit Digital's website (<http://www.summitdigital.net/agreements>). I understand that if I do not agree with any of the terms and conditions contained in the "Summit Digital High Speed Internet Service Residential Terms and Conditions of Service", I may terminate the Service.

I have read and understand the terms and conditions of this Agreement and agree to be bound thereby.

Subscriber: _____

Address: _____

Signature: _____ Date: _____

NOTE: If you subscribe to Summit Digital's cable television service, that relationship is subject to a separate service and subscription agreement which remains fully in effect.