



Service Terms & Conditions

This Services Contract ("Agreement") is made and entered into by and between Global Net Inc., a Montana corporation, having its place of business at 101 East Mendenhall, Bozeman MT 59715 ("Global Net") and the individual and/or Business, having its place of business named on Addendum "A" at the location described in Addendum "A". ("Customer"). In consideration of the following mutual covenants and promises, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

Term The term of this agreement shall be for a period of 24 month(s), commencing on the date of installation.

Automatic Extension

Unless the Customer specifically declines in writing this Agreement will automatically extend on a **quarterly basis** as long as Global Net consents. The cost of services will be re-negotiated at each **quarter** until final termination of the Agreement.

Services

Global Net will supply those services set forth and described in the attached letter agreement ("Service Addendum A Letter"), as accepted by Customer, the terms of which are incorporated herein by this reference. The Service Addendum A Letter delineates the services to be performed by Global Net for Customer ("Services"), estimates of the costs of Global Net Services and/or the schedules of fees applicable to the Services. The parties hereto understand and agree that the terms of the Service Addendum Letter may be changed, modified, renewed or extended in whole or in part. Such changed, modified, renewed or extended Service Addendum Letter shall likewise be referred to herein, collectively as "Service Addendum Letter".

Invoicing

Invoices shall be submitted by E-Mail to Customer on a monthly basis for the fees outlined in attached "Service Addendum A Letter". Payments for services are due on the Service anniversary date of each month. The Customer shall pay by credit card all submitted Global Net invoices on or before the Service anniversary date of each month. If Global Net does not receive payment by the Service anniversary date of each month, service will be suspended within 3 days. A \$10.00 fee will be assessed for each time that an account must be re-activated. Should the account balance remain unpaid for more than 15 days it will be terminated and referred for collection on the unpaid balance and any fees associated with termination and collection.

Taxes

The Customer agrees to and shall pay all federal, state and local service, sales, use and excise taxes, which may be assessed in connection with services performed by Global Net hereunder.

Unforeseen Interruption of Services

Global Net shall notify Customer as soon as it is practicable in the event that Global Net is required to interrupt, either partially or fully, the Services being provided by Global Net to Customer. Such interruptions shall not be deemed a default hereunder. EXCEPT AS EXPRESSLY SET FORTH IN OR CONTEMPLATED BY THIS AGREEMENT, IN THE CASE OF REFUND FOR LOST SERVICES, CREDIT WILL BE ISSUED ONLY FOR PERIODS OF LOST SERVICE GREATER THAN FORTY EIGHT (48) HOURS.

In the event of lost services greater than 48 hours, Global Net will prorate the refund for the lost service time in respect to the Customer's fixed monthly access charges. No refund will be given for any lost time under 48 hours. However, Global Net will expedite the repair and or replacement of any equipment that Global Net maintains ownership of. Global Net will not be held responsible for the external Internet connections provided to us from our vendors.

Assignability

The customer herein agrees not to assign this contract in whole or in part without first obtaining the consent of Global Net in writing.

Legal Expenses

Should it be necessary for either party hereto to resort to legal action to enforce any of the provisions of this contract, it is agreed that the court shall award a reasonable attorney's fee and court cost to the substantially prevailing party.

Prior Agreement and Agreement Binding Upon Successors in Interest

This agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof and there are no agreements or representations between the parties hereto relating to the subject matter hereof and there are no agreements or representations between the parties relating to the subject matter hereof other than those expressly contained herein. This agreement may not be modified orally and no attempt at modification or amendment shall be binding unless it is in writing and signed by the parties hereto.

This agreement shall be binding upon and insure to the benefit of the heirs, executors administrators, personal representatives, successors or assigns of each of the parties hereto.

THE AGREEMENT AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AGREEMENTS.

Interpretation

Both Global Net and Customer have read each and every term to this agreement and fully understand the meaning thereof such that any canon of interpretation construing ambiguities against the drafting party shall not apply.

Right of Termination

Either party shall have the right to terminate this Agreement, as well as those obligations set forth in any then current Engagement Addendum Letter upon not less than forty-five (45) days prior written notice to the other party. "Customer" may choose to not have service installed without cost prior to Global Net dispatching installation personnel. Any cancellation of service after the dispatch will be assessed a service call fee equivalent to the install/activation fee. However, should the "Customer" elect to, or Global Net require termination because of Customer abuse or late payment, terminate earlier than the term of signed contract, such termination shall carry a penalty to be calculated as the remaining monthly recurring service payments plus all costs associated for the recovery of Global Net equipment or \$500 which ever is greater. This payment is immediately due to Global Net upon contract termination.

Customer agrees to provide immediate restitution upon termination by having any termination charges billed to the current credit card on file with Global Net. Global Net at its option may accept Money Order, or Cashiers Cheque as well.

At time of termination Customer agrees to return all Global Net equipment in good working order within 2 weeks of termination or pay \$100 for Global Net to retrieve the equipment. Customer agrees to provide immediate restitution upon non-return of equipment by having a \$500 equipment charge billed to the current credit card on file with Global Net.

Indemnity and Liability

- UNLESS OTHERWISE SPECIFIED GLOBAL NET SHALL NOT BE LIABLE FOR ANY LOSS, INCONVENIENCE, OR DAMAGE, INCLUDING DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE A PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF Global Net HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH INCONVENIENCE, DAMAGE, OR LOSS.
- IN THE EVENT GLOBAL NET IS UNABLE TO ASSIST YOU IN A TIMELY FASHION, OR THE SERVICE PROVIDED HEREIN OTHERWISE FAILS ITS ESSENTIAL PURPOSE, OR THE CUSTOMER HAS ANY OTHER CLAIM ARISING OUT OF ITS USE OF THE SERVICE (EXCLUSIVE OF A CLAIM FOR PERSONAL INJURY OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY), CUSTOMER'S RECOVERY OF ANY DAMAGE OR LOSS SHALL BE LIMITED TO \$100.00.
- Global Net liability to Customer for any direct losses (INCLUDING OF A CLAIM FOR PERSONAL INJURY) or damages to tangible property, arising out of this Agreement shall be limited to the actual value of such property and/or costs incurred for such injury. Global Net's total liability for any loss arising from Services, damage or injury under this Agreement shall not exceed \$500.00.

- The Customer shall give written notice to Global Net of any losses or damages to such property and shall provide Global Net with a reasonable opportunity to remedy such loss or damage. In no event shall Global Net be liable for any consequential or incidental damages, such as loss of profits and/or loss of use, arising from the services to be performed hereunder.

Governing Law and Jurisdiction

This agreement shall be governed by the internal laws and not the laws of conflict of the State of Montana, and the District Court of the Eighteenth Judicial District of the State of Montana, or the Justice Court of the County of Gallatin, shall have exclusive jurisdiction over the subject matter of this agreement and over parties hereto. Furthermore, Gallatin County shall constitute the place of performance for venue purposes.

Severability

If any term or provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such term or provision shall be deemed omitted, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

Notices

Any notice or communication given pursuant hereto by either of the parties to the remaining party, shall be in writing and delivered personally or mailed by registered or certified mail, return receipt requested, postage prepaid (mailed notices shall be deemed given when deposited in the U.S. Mail) as follows:

If to Global Net, then to: Global Net, Inc.
101 East Mendenhall
Bozeman, MT 59715

If to Customer, then to: address listed on Addendum "A"

Amendments

No amendments or variations of the terms and conditions of this Agreement (including without limitation the Service Addendum Letter) shall be valid unless the same is in writing and signed by the parties hereto. Notwithstanding the foregoing sentence, this Agreement and any amendments or variations thereof (including without limitation the Service Addendum Letter) shall not be binding upon or enforceable against Global Net or Customer unless same have been executed by an officer of Global Net and an officer of Customer.

Services

To obtain assistance, please contact Global Net at 1 (406) 587-5095. All services outlined in the Service Addendum Letters are available for the term and scope of this agreement. Prices listed in Addendum A the Service Addendum Letter are valid for 1 year. Pricing for each subsequent month will be adjusted based on current market rates. Services may be added or subtracted from the Service Addendum Letters with mutual consent of both parties.

Damaged Equipment Repair

Global Net, Inc. retains ownership of and maintains all hardware. Customer is required to provide their own Ethernet adapter and internal cabling. Global Net shall hold the Customer responsible and billable for all repairs necessitated by customer caused or power related damage to Global Net equipment and services(s) listed. Customer agrees to take all necessary precautions to protect Global Net equipment including providing surge or battery protection for power. The Customer shall, coordinate such emergency repairs with Global Net. In any event, the Customer shall provide Global Net with any after-the-fact documentation as to the causes of such damage upon request.

Interference

Customer agrees not to interfere with radio transmission or reception equipment properly located on the premise, provided that such equipment is in operation as of the date of this Agreement and is operating within the technical parameters specified by its manufacturer and FCC license. Customer agrees not to operate and agrees to prohibit others from operating any wireless equipment that operates on Global Net's frequencies (2400-2486mhz, 5100-5900mhz), including telephones. If Customer should cause such measurable interference, Customer, at its own expense, will take all steps necessary to correct, eliminate or remove any equipment causing such interference within seventy-two (72) hours of Customer's receipt of written notice from Global Net of such interference.

General Exclusions

Warranty of any product or service shall not apply to repair or replacement necessitated by accident, disaster, unauthorized modification, improper electrical current, misuse, abuse, or improper installation.

Force Majeure

In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, walkouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Customer from prompt payment of invoices or any other payment required by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals

Customer

SIGNATURE ON ADDEUM "A"