



## Web Site Hosting Agreement

The undersigned Customer (referred to as "Customer") agrees to the following provisions with Consolidated Communications Corporation (referred to as "CCC").

### Provisions of web site hosting:

1. CCC makes no guarantees as to the services provided under this Agreement. Said services are subject to power outages, equipment failures and illegal third-party hacking, all of which are beyond the control of CCC. CCC does not guarantee that the Customer's web site will be available without interruption. Pricing is based on CCC's inability to make service guarantees. CCC shall not be liable for any incidental or consequential damages in relation to the services provided under this Agreement.
2. The Customer is responsible for all its data stored on CCC's server and the Customer is required to maintain a personal backup of all its data for upload at CCC's request. CCC will try and maintain a current backup of all Customer data, however, CCC makes no guarantees as to the quality of the backups it tries to maintain. The Customer releases CCC from any and all liability as to stored data and agrees to hold CCC harmless from all costs and expenses related to stored data, or loss thereof. CCC shall not be liable for any incidental or consequential damages in relation to stored data or loss thereof.
3. The Customer is required to abide by all applicable laws and regulations at all times. The Customer is responsible for all required fees and/or maintenance fees associated with domain names or secure certificates, both now and in the future.
4. The Customer is responsible for all of its data updates. Any assistance from CCC will incur a per hour labor charge. This provision does not apply to one-time activation fees and standard CCC assistance and/or maintenance. Web hosting rates do not include any data programming or graphic creation.
5. Web hosting rates do not include SLIP, PPP, root or shell access accounts. CCC will provide FTP access to the Customer for data updating and backup purposes only.
6. CCC reserves the right without notice to remove and refuse any data determined to be "Offensive" or "pornographic" by the Board. Appeals may be directed to Consolidated Telcom's Board of Directors. All decisions are final.
7. The Customer may not include any data for another person or company, or sublease space to any individual, company, or organization. This does not include banner advertisement.
8. CCC agrees to try and maintain an operational network connection to the Internet backbone, however, CCC makes no guarantees in this regard. Any condition or failure not under the direct control of CCC will not result in any rate alterations. Any network failure under direct CCC control that extends 24 hours or more will result in a rate alteration to coincide with the number of hours of network failure. CCC shall not be liable for any incidental or consequential damages caused by a network connection failure and CCC makes no guarantees in this regard.
9. CCC is not responsible for any data gained by a third party via unlawful entry onto CCC's servers. CCC makes no guarantees that its servers are 100% secure and CCC shall not be liable for any incidental or consequential damages caused by third party hacking of its servers or the data thereon.
10. Web site activity will be logged. CCC will process the log file and present the information to the Customer for a fee upon Customer's request. The report will be delivered electronically. CCC makes no guarantees as to the availability of web site activity logs for any specific period of time and CCC is not liable for any incidental or consequential damages caused by its inability to produce a web site activity log for the Customer.
11. Written notice is required for the cancellation of this web hosting agreement. Please direct the written notice to Web Developer, Consolidated Telcom, PO Box 1408, Dickinson ND 58602.

### Package Information:

- \$14.95/month: Site hosting with 25 megabytes of data or less.
- \$24.95/month: SSL certificate site hosting with 25 megabytes of data or less.
- \$5.00/report: Web log report processing.

### Customer Information:

Company/Site Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Customer URL(s): \_\_\_\_\_

The undersigned agrees to all the provisions set forth above. The undersigned agrees to pay for all services according to the terms above. CCC is a subsidiary of Consolidated Telcom. Consolidated Telcom and its subsidiaries ("Consolidated" collectively) are hereby released of any liability and held harmless in regard to the above services and Customer agrees to indemnify Consolidated for all cost and expenses, including reasonable attorney fees, incurred by Consolidated in providing this service. The Customer agrees that all provisions, charges, collections, services, and negotiations shall be enforced in accordance with the law of the State of North Dakota.

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

Printed Name: \_\_\_\_\_