

ACCEPTABLE USE POLICY

Air Speed Network, LLC (ASN) has adopted this acceptable use policy applicable to all users of Air Speed Network's high speed internet service. This acceptable use policy is intended to advance air speed network's goal of providing reliable and high quality internet service to its subscribers.

Applicable Law: The Subscriber agrees that this service, and the underlying Agreement, shall be governed by the laws of Florida, with sole jurisdiction resulting from any dispute thereof being in the Circuit Court for Holmes County, Florida. The Subscriber specifically waives any jurisdictional right that Subscriber may have to bring an action pursuant to this Agreement in Federal Court, or any other Circuit or State Court other than in Holmes County, Florida.

No Redistribution: The Subscriber will not be permitted to resell or redistribute the Internet connection provided pursuant to this Agreement to other parties without the Provider's prior written consent. A violation of this term will result in the immediate termination of this Agreement. Hospitality service operators, such as hotels, resorts, clubs, marinas, etc., may provide temporary Internet access to their on-premises, paying customers and guests, subject to the overall bandwidth limitations of the service plan herein provided.

Subscriber Responsibility: The Subscriber acknowledges that it will be responsible for the terms of this Agreement, which include, but are not limited to:

- Creating their own back-up copy of any important or critical information that they may have stored on their system or server.
- Establishing, maintaining, modifying, and protecting Subscriber's name and/or passwords.
- Ensuring that battery backup is available to Subscriber's radios, routers, etc., during power outages.
- Ensuring equipment is disconnected or suitably protected from lightning strikes and/or power surges. The Subscriber is liable for damage to the Provider's equipment resulting from Subscriber's failure to protect Provider's equipment in a prudent manner.
- Providing adequate virus and spy-ware protection to the Subscriber's system.

Illegal or Inappropriate Use of Service:

- Any Internet activity, which references back to the Provider or its services in a damaging manner, will result in an immediate suspension or termination of account(s). Illegal Internet activity using or referencing to the Provider or any account services provided by the Provider will result in immediate termination, possible prosecution, and assessment of legal fees accrued.
- Subscribers are responsible for the content of messages sent from their account, whether sent as email or as electronic postings.
- Subscribers shall not seek information about, browse for, obtain copies of, or modify files, passwords, tapes, or any electronically or digitally formatted or stored information belonging to other individuals, businesses, or corporations, no matter where they are located, unless specifically authorized to do so by the owners of, or persons having control over, such information.
- Subscribers shall not attempt to decrypt any encrypted material unless specifically authorized to do so.
- Subscriber shall not use their account to send out any bulk and/or unsolicited email, commercial or otherwise. Bulk email is defined as identical or similar email messages sent to twenty-five (25) or more recipients where the recipient has not specifically requested such email.
- Subscriber agrees to not use, and not encourage or allow others to use, the internet service to violate any applicable federal, state, local or international laws orders or regulations; not use, nor allow others to use, the internet service to plan or commit, or encourage or help others to plan or commit, a crime, fraud or act of terrorism, including but not limited to posting or transmitting information, data or material that is unlawful, abusive, libelous, slanderous, obscene, profane, unlawful, threatening, or defamatory, posting or transmitting child pornography or obscene material, engaging in other illegal soliciting schemes, sending chain e-mail that request money or other items of value, illegal gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or exporting software or technical information in violation of US export control laws.

- Subscriber agrees not to use, nor allow others to use, the internet service to send or receive any information that infringes the intellectual property, including without limitation patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitized music, movies, books, photographs, art or other copyrighted materials or software, including ASN-provided software.
- Subscriber agrees not to use, nor allow others to use, the internet service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy or rights of any other person or entity.
- Subscriber agrees not to use, nor allow others to use, the internet service to restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the internet service or any features of the internet service, any equipment or the internet, regardless of intent, purpose or knowledge, including, without limitation, by posting or transmitting any information or software which contain computer "viruses," worms, "trojan horses" or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses.

Any violation of this section may result in the immediate termination of this Agreement by the Provider.

Remedies and Penalties: The actions the Provider takes may include account suspension or termination, or any other action allowed at law or in equity. The Provider does not issue any credits for accounts due to breach by the Subscriber of any term or condition of this Agreement. The Provider reserves the right to refuse service to anyone, at any time, for any reason. In addition to any other fees and penalties that may be assessed by the Provider, as provided herein, the Subscriber shall be held liable for any and all costs incurred by the Provider as a result of the Subscriber's violation of any terms and conditions of this Agreement. This includes, but is not limited to, attorney's fees and related costs.

Common Use: The Subscriber agrees that the personnel of the Provider and its subcontractors will be allowed, at their sole discretion, to install, upgrade, repair, and maintain the equipment providing such Internet service, which equipment shall continually be owned by the Provider, in order to: (1) provide service to the Subscriber; and (2) operate the network for the benefit of, and to provide services to, all Subscribers. In said regard, the Subscriber agrees as follows:

- To provide space sufficient to install any and all necessary equipment on its buildings, structures, or towers ("Facilities").
- To allow the Provider to access the outdoor equipment at all times.
- Where applicable, to provide the Provider with access to the interior of the Facilities during regular hours of operation for the Provider to repair and/or maintain the Provider's equipment and related network connections.
- To provide reasonable care and protection for the equipment installed by Provider.
- To prevent anyone from moving, altering, or modifying the equipment installed by Provider.

Subscriber agrees to indemnify, defend and hold harmless ASN and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from engaging in any act prohibited by this acceptable use policy or resulting from violation of this acceptable use policy. This paragraph will survive any termination or expiration of any applicable subscriber agreement.