

WIRELESS INTERNET ACCESS AGREEMENT

This online agreement is entered into by and between the subscriber and Air Speed Networks, LLC (ASN) for the purpose of establishing the terms and conditions under which Provider will furnish Wireless Internet Access Service.

SERVICE TO BE PROVIDED. Provider, under the terms of this agreement, will furnish to Subscriber the selected package of Wireless Internet Access Service agreed upon at time of installation.

TERM OF THE AGREEMENT. This Agreement shall be in effect for an initial term commencing with service inception and continuing for as long as service is being provided. Customer has the right to cancel subscription to service(s) at any time. ASN owns all equipment, antennas, cables, and select software and upon any termination all equipment must be returned to ASN. Any unreturned equipment will be billed to the Subscriber in the amount of \$400.00 for equipment fees.

CHANGES TO SERVICE. Subscriber may choose to change their Wireless Internet Access package/speed without violating the terms of this agreement. A change fee may be required to implement the change. A move of service will incur a minimum fee of \$65.00. Excess cabling and multiple workstation moves will incur normal hourly labor rates beyond the basic \$50.00 equipment move fee. Early termination charges will not apply during the timeframe in which a move of equipment occurs and service is reestablished.

PAYMENT SCHEDULE. Subscriber will be billed installation charges, as well as the appropriate rates for the Wireless Internet Access Service speed selected at the time of the first bill. Provider reserves the right to request payment for any and all equipment associated with the initial installation for wireless Internet access in advance. Wireless Internet Access Service charges are due and payable monthly in advance. Failure to pay monthly service charges by the 20th day of the month, shall give Provider the right, without liability, to temporarily disconnect Wireless Internet Access Service. The Provider is not liable for any loss of business, loss of phone service, or any style of Internet services from a deactivated Internet account. Restoration of service will require payment of any unpaid balance and a reconnect charge of \$50 may be applied. To restore service after a permanent disconnect, payment of the full unpaid balance, early termination charge, and pre-payment of new installation charges may apply.

Late Payment Fees – A late payment fee of \$20.00 per month may be added on accounts not paid by the date due as posted on the billing statement. **Returned Check Charge –** A \$20.00 processing fee will be charged on all returned checks.

CUSTOMER PROVIDED EQUIPMENT. Any equipment not purchased from Provider is customer provided equipment. Provider is not responsible for support of customer provided equipment and Subscriber will be liable for the expense of a service call if such equipment adversely affects Wireless Internet Access Service.

CUSTOMER INSTALLATION. The installation date and time will be determined by Provider and communicated to Subscriber as early as possible. Prior to or during installation, Subscriber and Provider will determine if service is available at subscriber location. If service is unavailable, subscription account can either be suspended until service is available or contract can be terminated and all paid deposits and fees returned to subscriber with no penalties or excess expenses.

SERVICE CALLS. If Provider is called to Subscriber's site and it is determined that the problem is other than the Wireless Internet Access Service and/or the Wireless Internet Access interface, a minimum service fee of \$50.00 will be charged for the first hour and in half hour increments thereafter. The stated rates apply during regular business hours. Overtime, weekend, and holiday rates will be higher. Travel and related charges may also apply. The provided Wireless Internet Access Service hardware is warranted by its manufacturer for a period of one (1) year. During the one (1) year manufacturer's warranty period Provider will support the hardware for problems covered by the manufacturer's warranty. Service calls determined to be the result of an out of warranty Wireless Internet Access Service modem will be charged to Subscriber.

SERVICE DELIVERY. Wireless Internet Access connection speed is measured between Subscriber's location and the Provider access point. Connection speeds may be lower under conditions of high Internet usage. Actual data transmission or throughput may be lower than the connection speed due to Internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by Provider.

DELAY. Provider will not be liable for any delay in the delivery or installation of Wireless Internet Access Service or for any damages suffered by Subscriber by reason of such delay regardless of whether such delay is directly or indirectly caused by Provider.

CONSEQUENTIAL DAMAGES. Provider is not responsible for any incidental or consequential damages resulting from failure of, or suspension of, Wireless Internet Access services.

ADDITIONAL TERMS. If either party commences an action against the other party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party. If any provisions of this Agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions hereof. This contract supersedes any previous agreements, verbal or written. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed here-under, Holmes County, Florida shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws for the State of Florida.

Excessive Use Policy

As with all internet service providers, ASN does have an Excessive Use Policy. The vast majority of ASN customers use their connection in a manner that does not infringe on other ASN customers. An extremely small percentage of customers use their ASN connection excessively, or at such extreme high volumes, that they use more than their share of the overall ASN connection. While this high volume use among our customers is very rare (less than 1%), ASN reserves the right to throttle the network speed of any offending customer down to a lower sustained rate. ASN would like to stress that this is an extremely rare occurrence and that it only affects those customers who constantly abuse their connection by maintaining extremely long periods of sustained upstream and downstream traffic that maxes out their connection. ASN expects that almost all its customers will remain unaffected by this as they maintain their normal Internet usage.