



SERVICE AGREEMENT

**Air Speed Networks LLC
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Wireless Internet Service Agreement

By establishing an account or using the Services of Air Speed Networks LLC (ASN) you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies. The following terms and conditions shall apply to all customers subscribing to Air Speed Networks Internet Service. This Agreement is effective upon the date it is executed by both parties, whether or not the Subscriber uses the Provider's services, and continues in full force and effect until service is terminated by either party. If either party terminates this Agreement, the Subscriber shall be responsible for any and all charges remaining on Subscriber's account.

This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing Air Speed Networks Internet Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Air Speed Networks may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern. The laws of the State of Florida shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Holmes County, Florida.

Equipment and Scope of Work: All equipment, modems, subscriber modules, antennas and standard mounting equipment will at all times remain the property of ASN. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by ASN in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes ASN to retrieve from Subscriber's premises equipment that is owned by ASN.

Payment Policies and Terms: The Provider may require that a deposit be paid, or a lease contract approved, prior to installation of any system. Should a deposit be required, said deposit shall be fully refunded to the Subscriber and this Agreement cancelled, without further obligations by either party, if service cannot be installed within 120 days of the receipt of such deposit. The balance of payment shall be due and payable upon completion of installation and provisioning of service.

Billing: On initiation of service, the Subscriber will be billed for: (1) appropriate installation fees (2) service from the date service is commenced to the first day of the next month; and (3) the first full month's service. Thereafter, service charges will be billed monthly at the beginning of each month of service. Subscriber shall be billed monthly for service one month in advance. Payment by Subscriber shall be due to ASN within ten (10) days from the date due as indicated on the invoice. A service charge will be charged per month on all past due amounts.

Delinquent Accounts: Accounts remaining unpaid for sixty (60) or more days shall be deemed delinquent. Delinquent accounts shall be placed on accounting hold and services to the Subscriber shall be suspended until the account is paid in full. For any subscriber's account that has been placed on suspended service, there shall be due a reconnection charge to reactivate Subscriber's Services after the past due amount has been paid. A service fee will be added to the subscriber account in the event of any bank returned check. In the event that more than one check is returned, only cash, credit card or certified funds will be accepted for payment on the account. If account is referred to collection, Subscriber agrees to pay any collection costs incurred, including reasonable attorney's fees, filing fees, and court costs.

Additional Fees: In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install.

Termination: Subscriber may terminate this Agreement by submitting a request for termination (email, fax, or U.S. Mail) to the addresses or phone numbers listed in this agreement. Requests received prior to close of business shall have a termination date of the next business day. Without prior notice, ASN may terminate this Agreement, subscriber's password, account, or use of the Services, for any reason, including, without limitation, if ASN, in its sole discretion, believes subscriber has violated this Agreement, the Acceptable Use Policy, or any of the applicable user policies, or if subscriber fails to pay any charges when 90 days past due. ASN may provide termination notice by: email addressed to email account on file or by US Mail or courier service to the address provided for the Services by the subscriber. Termination by ASN for violation of ASN Acceptable Use Policy shall be subject to an early termination fee.

Permitting and Landlord Approval: It is the Subscriber's responsibility to obtain any required permits, homeowner association approvals, mortgage grantors permission, or to grant or gain landlord approval for the placement of the antenna on the Subscriber's building. Landlord/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive ASN services.

Standard Maintenance: ASN's connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to ASN network and backbone connectivity. If connection ceases to function properly but ASN's network is still functioning properly, a technician will be scheduled to troubleshoot for potential solutions. If the problem is due to subscriber negligence, or any of those items listed in the "Not covered by Standard Maintenance" section, standard hourly rates apply.

Not Covered by Standard Maintenance: Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by ASN, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

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.

Limitation of liability: Any liability of the provider, including without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, improper grounding, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction of, or unauthorized access to, alteration of, or use of records whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by, or on behalf of, the subscriber to the provider for the current month. Provided, however, in no event, including, without limitation, a negligent act, shall the provider or any of its affiliates, officers, employees, or agents be liable to subscriber for any direct, indirect, special, incidental, consequential, or punitive damages, arising out of, or in any way related to, the content or information provided or distributed by the provider or any other subscriber, or related to any products, services, or information offered or sold, or inability to use the internet service, or otherwise, in connection with this agreement, regardless of whether the provider or any of its affiliates, officers, employees, or agents have been advised of the possibility of such damages.

Entire Agreement: If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect. This Agreement hereby supersedes all previous representations, understandings, and agreements, written or oral, by or between the Subscriber and Provider, and shall prevail, notwithstanding any variance with terms and conditions of any and all order submitted. By executing this agreement, the subscriber is acknowledging that he/she has read, agreed to, and accepts this internet service agreement and has received an exact copy of same.