

## WIRELESS INTERNET SERVICE AGREEMENT

This is an agreement between you (the "Customer") and SpeedConnect, LLC (SpeedConnect) for wireless Internet service (the "Service").

### 1. Term of Agreement.

This Agreement will commence upon activation of service and continue until Customer or SpeedConnect terminates the Service. SpeedConnect may terminate the Service and this Agreement by giving notice to Customer at any time. Customer may terminate the Service and this Agreement by giving notice to SpeedConnect at any time after the end of the initial term, which shall extend from the activation date for the number of months indicated on the front of the agreement. During the initial term, Customer may terminate the Service and this Agreement by giving notice and paying an early termination fee of \$150.00.

### 2. Fees.

Customer shall pay a monthly service fee to SpeedConnect. The service fee will be billed to Customer in advance on a monthly basis. The initial amount of the monthly service fee is set forth on the front of this agreement. After the end of the initial term, SpeedConnect may change the monthly service fee by giving not less than 30 days advance written notice to Customer. Non-recurring charges such as installation and maintenance charges will be billed to Customer as soon as practicable after the services have been provided and are not refundable. If Customer authorizes SpeedConnect to charge monthly fees to a credit/debit card, checking or savings account, no additional notice or consent will be required for billings to the credit/debit card or checking/savings account. All monthly service fees and other charges billed to Customer shall be paid by the due date shown on the invoice. In the event that any payment is not received by the 15th day of the month, SpeedConnect will charge and Customer will pay a delinquency and collection charge of Fifteen Dollars (\$15.00). **Term of Agreement PAYMENTS ARE NON REFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIODS.** After the initial term of this agreement, Customer may cancel the subscription for a service period up to the last day of the service period prior to the service period of cancellation, and cancellation will be effective at the end of then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to Service will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a SpeedConnect- served area (subject to any installation charges). If Customer has prepaid for Services for any period of time, the service will be considered paid in full and payment is also Non Refundable. In the event that any check tendered by Customer is returned for any reason or any credit/debit card or automatic withdraw from checking or savings, e-check or check by phone is declined, SpeedConnect may assess a fee of Twenty-Five Dollars (\$25.00) to Customer.

### 3. Expenses of Collection.

In the event that Customer fails to pay any service fee or other charge when due or otherwise breaches this Agreement, SpeedConnect shall be entitled to recover any expenses of collection or enforcement, including without limitation attorney fees.

### 4. Availability of Service.

The Service is available to Customer's Customer Premise Equipment ("CPE") only when the CPE is within the operating range of SpeedConnect's Internet system. Service availability is subject to limitation or interruption due to various factors including governmental actions or regulations; acts or omissions of underlying Internet access providers; topographic, geographic and other environmental conditions; problems with the installation, operation or maintenance of the CPE; acts of God; strikes; riots; wars; and other causes beyond the control of SpeedConnect. Service availability is further subject to limitation or interruption due to capacity or transmission limitations or measures taken to prevent misuse of the Service. Customer hereby waives any claim for consequential or incidental damages related to or arising from an interruption, limitation or other unavailability of the Service and agrees that SpeedConnect's liability for any such event shall be limited to the service fee attributable to the affected period. SPEEDCONNECT MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES ARE HEREBY DISCLAIMED BY SPEEDCONNECT AND EXCLUDED. This Section 4 shall survive termination of this Agreement.

### 5. Use of Service.

Customer agrees not to use the Service for any unlawful or abusive purpose. Customer agrees to abide by the SpeedConnect Acceptable Use Policy, as it exists from time to time. The SpeedConnect Acceptable Use Policy may be found at [www.speedconnect.com](http://www.speedconnect.com). Customer acknowledges that Customer has no vested right in or to the email address assigned to Customer by SpeedConnect and agrees that SpeedConnect may change that address at any time.

### 6. Assignment.

Customer's rights under this Agreement may not be assigned to any third party.

### 7. Notices.

Written notices shall be effective when properly addressed to the parties at their respective addresses set forth below and deposited with the United States Postal Service, postage prepaid. Verbal notices from Customer to SpeedConnect shall be effective when reflected in SpeedConnect's customer service system.

### 8. Complete Understanding.

The parties hereto acknowledge that this Agreement constitutes their entire agreement as to the subject matter hereof and that there are no understandings, agreements, representations or warranties not specified herein.

### 9. Modifications.

No purported modification hereof shall be effective unless made in writing and signed by Customer and SpeedConnect.

### 10. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State in which the Customer resides. If any provision of this Agreement is held to be in conflict with, or invalid, illegal or unenforceable, under any applicable local, state, federal or other law, such provisions shall be of such force and effect to the maximum extent permissible by such jurisdiction and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.