

Wireless Internet Equipment Installation & Terms of Service Agreement

This WIRELESS INTERNET EQUIPMENT INSTALLATION & TERMS OF SERVICE AGREEMENT

(This "Agreement") is entered into

This date ____/____/____, between Centramedia Incorporated ("CINC"), and _____ ("Client")

Residential Class Service - \$____ Per/Month +Tax OR Business Class Service - SOHO - SMB - Enterprise - \$____ Per/Month +Tax

SERVICE TERM - 1 YEAR -

2 YEARS - 3 YEARS

1. CINC shall provide Client with the labor necessary for the normal installation of wireless Internet equipment at the location set forth below. In consideration for the installation, Client shall pay CINC a one-time installation fee of which \$_____ shall be due upon Client execution hereof.

2. Payment for service should be in the form of Major Credit Card (we accept Visa, Master Card), cash, or check.

3. Client understands that the services included in this contract are limited to the installation of a Subscriber Unit (SU) & Power Supply (PS) & Antenna, a Surge Suppressor (SS) & one Router, one (100 Ft.) cable to connect the SU to the PS via 1 hole through an exterior wall of Client's structure, from PS to router one (6 ft.) cable and one (15 ft.) cable which shall run from the Router to the customer Computer location. Cables shall be secured to the exterior of the structure. CINC shall not be responsible for additional installation tasks not specifically listed in this Section 3 which may be deemed desirable or necessary by Client or the installer. Client shall be responsible for the additional charges for any such additional work, cable or equipment subsequently requested by Client. The SU, PS and Antenna shall remain the property of CINC. **Router is the property of the client and all warranty and support is through manufacturer of router.**

4. **Limited Warranty on Equipment and Labor**, limited to the first 90 days after activation. **(Unless SEP Contract is Purchased) After expiration of Warranty period all service work will be billed at a rate of \$99.00 per/incident + Materials.**

5. **IN NO EVENT WILL CINC BE LIABLE FOR ANY DAMAGES, WHETHER ARISING FROM TORT OR CONTRACT, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOST PROFITS, COST OF COVER, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF THE SERVICES OR ANY EQUIPMENT PROVIDED BY CINC OR ITS CONTRACTORS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF CINC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. CINC'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF ONE (1) MONTHS SERVICE FEES PAID BY CLIENT UNDER THE APPLICABLE SERVICE ACTIVATION FORM. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN CINC AND CLIENT. CINC'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.**

6. Client understands that the Connection operates through an Ethernet connection. The Ethernet card or USB/Ethernet device shall be provided and installed by Client, at Client's expense.

7. CINC shall not be responsible or liable for any of the following:

- Any obstruction(s) that might be erected or grow between the antenna at Client's location and the POP which causes degradation or loss of service.
- Debris or ice on the antenna located at Client's location.
- Re-aiming the antenna located at Client's location more than 90 days after its installation.
- Repair or restoration of any structure or surface altered or penetrated by CINC during the installation or removal of the antenna, mast, tripod, wiring or any other CINC Equipment located at Client's location.

8. Client understands that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between the POP and the antenna located at Client's location may block the signal and cause the failure of the Connection. In the event that foliage disrupts service, CINC will attempt to reconfigure the equipment to restore service. Client may incur charges for any extra hardware and service labor at that time.

9. Client acknowledges that installation fees are non-refundable after the Connection becomes operational (the "Activation Date").

10. Permitting & Landlord Approval

It shall be Client's responsibility to obtain any required permits, consents or, for the installation of CINC Equipment on property not owned by Client, Landlord approval in the form set forth below. **Landlord consents to the installation, maintenance and removal of equipment required for the Connection.**

Signature of Landlord for Approval

11. This Agreement is deemed to be entered into in the State of Texas and the parties agree that any dispute arising under this Agreement shall have its venue in Gray County, Texas and any such dispute shall be governed by and constructed in accordance with the laws of the State of Texas.

12. CINC may assign this Agreement without Client's prior consent

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and all of CINC's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This agreement shall not be assignable by Client except with the written consent of CINC. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales/ marketing materials, CINC may refer to Client as its customer.

14. **CINC may modify these terms and conditions upon written notice published on its web site. CINC will attempt to notify Clients via email of modified terms and conditions. Client's continued use of service after such notice shall constitute Client's acceptance of the modification of this Agreement.**

15. This Wireless Internet Equipment Installation & Service Agreement hereunder, shall be for the Term set forth in this Agreement. Upon the expiration of the Term, this Agreement shall automatically renew for 1 year basis unless either party provides written notice to the other party at least thirty (30) days prior to the end of the Agreement. Any termination following written notice shall be effective on the last day of the month during which timely notice has been received.

16. In the event that Customer terminates this Agreement prior to the expiration of the Term, Customer shall pay to CINC a termination fee equal to the entire monthly fees payable under the remaining term of this Agreement, or \$299.00, whichever is greater. Upon termination, CINC has the option, but shall not be obligated, to remove all Equipment from the Location and resell or reuse such Equipment.

17. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

18. All notices, elections and waivers required or otherwise given hereunder shall be in writing and shall be served, unless otherwise provided, on the parties or their respective attorneys, if any, personally; by mail with postage prepaid and deposited into the United States mail; by facsimile transmission; or by electronic mail at the addresses set forth below. If mailed or transmitted as aforesaid, notices, elections and waivers shall be deemed given on the date of such mailing or transmission (except as elsewhere provided herein).

19. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Client Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

@centramedia.net

Signature: _____

Activation Date: _____

For a copy of the Acceptable Use Policy (AUP), <http://www.centramedia.net/aup.pdf>. We may revise the policy at will. Changes are in force as soon as the revised document is published. "Published" means uploaded to <http://www.centramedia.net/aup.pdf>.

CINC: Centramedia Incorporated

Address: 112 E. Francis

Pampa, TX 79065

Phone: 806-665-0106

Fax: 806-665-1811

E-mail: Support@centramedia.net

Installer Signature: _____

Activation Date _____

Acceptable Use Policy (AUP)

Introduction

Centramedia Incorporated and its local affiliates and/or distribution partners (collectively "CINC") are pleased that you have chosen CINC High Speed Internet service (the "Service"). Our goal is to provide you with an enriched, high-quality Internet experience. This Acceptable Use Policy (the "AUP") has been designed to protect our Service, our subscribers, and the Internet community, from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Your violation of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your CINC account.

By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this AUP. You should consult this document regularly to ensure that your activities conform to the most recent version. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE CINC CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

1. **Prohibited Activities.** You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, You may not use the Service to:

- ❖ Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
- ❖ Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- ❖ Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
- ❖ Post, transmit, or disseminate content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable.
- ❖ Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
- ❖ Collect or store personal data about other users.
- ❖ Use an IP address not assigned to you.
- ❖ Violate any other CINC policy or guideline.
- ❖ Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.

2. **Harm to Minors.** You may not use the Service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.

3. **Intellectual Property Infringement.** You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or propriety rights of any party. CINC assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

4. **User Content.** You are solely responsible for any information that is transmitted from your IP address or your account on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. CINC reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in CINC's sole discretion, deems to be illegal, offensive, indecent, or otherwise objectionable.

5. **Commercial Use.** The Service is designed for personal, or business related use of the Internet. You may not resell or otherwise charge others to use the Service. You agree not to use the Service for operation as an Internet service provider, or for any other including, without limitation, IP address translation or similar facilities intended to provide additional access.

6. **Servers.** You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by CINC.

7. **Misuse of Service.** You are responsible for any misuse of the Service that occurs through your account or IP address. You must therefore take steps to ensure that others do not gain unauthorized access or misuse the Service.

8. **Hacking/Attempted Unauthorized Access.** You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

9. **Security.** You are solely responsible for the security of any device connected to the Service, including any data stored on that device. CINC recommends that you take appropriate security precautions for any systems connected to the Service. You are responsible for securing any wireless (WiFi) networks connected to your CINC service. Any wireless network installed by the customer or a CINC representative, that is unsecured or "open" and connected to the CINC network, will be deemed to be operating as an ISP and subject to the prohibition on Use set forth in Section 5 herein. You authorize CINC to use measures to detect unsecured wireless networks associated with your Service.

10. **Disruption of Service.** You may not disrupt the Service in any manner. You shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

11. **Viruses, Trojan Horses, Worms and Denial of Service Attacks.** Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spambot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. We may suspend your Service if we detect a harmful program in order to allow you to take measures to stop the harmful program.

12. **Electronic Mail.** You may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of our Service, such as personal web pages, or other resources that are part of the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

You may not reference CINC in the header or body of an unsolicited email, or list an IP address that belongs to the CINC network in any unsolicited email. Further, you may not take any action which implies that CINC is the sponsor of any unsolicited email even if that email is not sent through the CINC network. Further, forging, altering or removing electronic mail headers is prohibited.

If the Service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until CINC deletes them as part of its normal policies and procedures. There is no obligation for CINC to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

13. **Bandwidth, Data Storage and Other Limitations.** CINC offers multiple packages of Service with varying speeds and features and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current bandwidth, data storage, electronic mail and other Limitations of Service that correspond with the package of Service you selected. In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in CINC's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede CINC's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If you use excessive bandwidth as determined by CINC, CINC may terminate, suspend, or require you to upgrade the Service and/or pay additional fees.

14. **Newsgroups.** The Usenet news service included with a Service account is provided for interactive use by the subscriber, using a commonly-available NNTP client such as Outlook Express News. Messages posted to newsgroups must comply with the written charters, FAQs or overall topics for those newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it.

Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited. Our news software will automatically cancel any messages posted to nine or more newsgroups.

Binary files may not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations.

You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup, which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be canceled, except by the author or by official newsgroup moderators performing their duties.

Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup. **CINC reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.**

15. **Conflict.** In the event of a conflict between the Subscriber Agreement and this Policy, the terms of AUP will prevail.

16. **How to Contact CINC.** For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact CINC at one of the following:

Email: abuse@centramedia.net

Phone: See your invoice or visit <http://www.centramedia.net/> and check under "Customer Support"

U.S. Mail: See your invoice or visit <http://www.centramedia.net/> and check under "Customer Support"

For an updated copy of the Acceptable Use Policy (AUP), <http://www.centramedia.net/aup.pdf>. **We may revise the policy at will. Changes are in force as soon as the revised document is published. "Published" means uploaded to <http://www.centramedia.net/aup.pdf>.**