

Speed Of Light Broadband

Business Service Agreement

- Permission for Installation** - Customer has requested that Speed of Light Broadband LLC. (hereinafter referred to as "SOL"), or its authorized representatives and contractors install necessary customer premises equipment, radios, antennas, mounts, wiring and other items (hereinafter referred to as "Equipment") necessary for SOL to provide customer with Broadband Wireless Internet Services (hereinafter referred to as "Service"). At the address shown below.
- Modifications/Alterations for Installation** - Customers acknowledges and agrees that certain alterations need to be made to the Location in order to accommodate use of the Service at the Location, including but not limited to holes in the walls, installation of mounting brackets, wiring and wiring enclosures, roof and shingle alterations, and the like. Customer hereby indemnifies and holds SOL innocent of and against all damages or liability, to Customer or any other party, or to the location that may arise from any necessary alterations to the Location.
- Ownership, Safety and Return of Equipment** - Customer acknowledges and agrees that **all installed equipment remains the property of SOL**. Customer is responsible for the return of equipment to SOL upon termination of service. SOL will remove all SOL owned hardware at no charge to customer upon termination of service within 30 days of written notification to the notification address below in section 11. Failure to return equipment will result in customer being charged replacement cost value of all installed hardware. Customer will be charged replacement cost in the event of theft of any SOL owned equipment from customer location.
- Terms of Service** - Customer acknowledges and agrees that Terms of Service may be revised, updated, replaced or discontinued, in whole or in part, at any time by SOL. Customer will be notified of changes to the Terms of Service by (i) posting such revised Terms and Conditions on the SOL Web Site at (<http://www.solbroadband.com/TOS.htm>), and/or (ii) sending Email to Customer notifying Customer of such changes.
- Payment for Services/Late Fees.** Upon activation of the Service, Customer agrees to pay all installation and activation fees ("**Installation Fees**") and monthly service fees ("**Monthly Fees**") at the rates under paragraphs 23 and 24 below, in advance, by pre-authorized automatic charge to a valid credit or debit card or automatic bank debit. Customer shall promptly notify SOL of any changes to the credit or debit card or bank account used for payment. In addition to SOL's charges, Customer also agrees to pay any federal, state, or local taxes, usage charges, or other fees imposed on Customer or SOL and directly associated with the Service or Equipment. SOL will resolve all disputed charges in its sole discretion. If SOL determines that an error was made, it will credit Customer's account in the amount of the error. If Customer fails to pay any amounts when due, SOL may, after 15 days when payment is due, charge Customer a late fee of 15% of the amount due or such amount as is permitted by law ("**Late Fee**"). If Customer repeatedly fails to pay within 15 days of the payment due date, then SOL may suspend Service without notice. Restarting the Service will require payment of all amounts due, in addition to a re-activation fee of \$50 ("**Reactivation Fee**"). If accounts past due by 30 days are not resolved promptly, SOL may, at any time, repossess its Equipment from the Service Location and impose a termination fee as described above. In addition, if Customer fails to pay any amounts when due under this Agreement, SOL shall be entitled to exercise any remedies available to it under this Agreement or at law or in equity. Customer agrees to pay the costs of collection or repossession, including any attorneys' fees. Notwithstanding anything herein to the contrary, all fees, penalties, expenses, or other obligations hereunder shall not exceed the maximum amount permitted by law.
- Service Call Policy** - If any support issue cannot be resolved via telephone or email SOL will send out a

technician to diagnose the problem. If the problem/issue is found to be with any of the SOL owned equipment or setup of said equipment SOL will repair/replace or fix it at NO charge to customer. If the issue is not due to SOL equipment customer will pay current SOL rates for the service call (currently \$50.00 per hour). **Customer understands that SOL is NOT responsible to repair, setup or configure any customer hardware to make it work with the SOL service before, during or after the installation.**

- Cancellation - Cancellation.** Upon the expiration of the Initial Term defined in paragraph 18 below, this Agreement shall automatically renew on a month-to-month basis ("Subsequent Term"). In the event that Customer terminates this Agreement prior to the expiration of the Initial Term, Customer shall pay to SOL a termination fee equal to the entire remaining monthly fees due and owing under the remaining Initial Term of this Agreement or cancellation fee (#18). Month-to-month Customer may cancel its account at any time, however partial month's credit will not be given. Notice to terminate this Agreement shall be provided to SOL in writing and shall be deemed duly given: (a) on the date of transmission if sent by facsimile, e-mail, or other wire transmission (receipt confirmed); (b) on the first business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier; or (c) on the earlier of confirmed receipt or the third business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to SOL at the following addresses or fax number:

Speed of Light Broadband, Inc.
1540 Keller Parkway, Suite108, PMB #309

Keller, TX 76248

Fax: (817) 337-0169

e-mail: billing@SOLbroadband.com

Failure to notify SOL of cancellation will result in continuation of monthly fees until such time as notification is received by SOL and will result in Equipment replacement cost as set forth in paragraph 3 above if Equipment is not recovered by SOL. No portion of the installation fees will be returned to customer upon termination of this Agreement of the Service for any reason regardless of the reason for cancellation.

- Single entity ONLY** - The services provided hereunder are provided ONLY to the single Location and Entity. Customer is not allowed to share, retransmit, or connect this service to any other residence, building, business or tenant including those at the same address without written permission from SOL.
- No servers** - SOL does not allow customers to run servers of any kind without written permission from SOL. This includes but is not limited to FTP, WWW, Email, and File sharing or Peer to Peer.
- Service Usage Limitations** - To protect the rights of other SOL customers, SOL reserves the right to limit Customer's use of the Services due to excessive use. "Excess use" means if Customer frequently uses a Gigabyte or more in any 24 hour period. Additionally, SOL may discontinue, add to, or revise any or all aspects of the Services in SOL's sole discretion. SOL shall notify Customer in writing of any such changes to the Services (the "Notice"). Customer's continued use of the Services after receipt of the Notice constitutes acceptance of those changes; however, if Customer does not agree to such changes to the Services as provided in the Notice, Customer has the right to terminate this Agreement within the period provided for in the Notice, in which case Customer's only obligations upon terminating this Agreement pursuant to this paragraph 7 are (a) the return of the Equipment as provided under paragraph 3 and (b) to pay any Monthly Fees due but not yet paid at the time of such termination.
- Anti Virus Software Required** - Customers are required to have Antivirus software installed on all computers connected to the SOL service. Any customer infected with a virus that harms the network will immediately be deactivated without notice until they have the issue solved.
- Written Notification Address** - Any required written notification to SOL can be made to the following address:

Speed of Light Broadband Inc.
1540 Keller Pkwy Ste. 108, PMB 309
Keller, TX 76248
- Hardware, Data, Computer Liability** - NEITHER SOL NOR ITS SUBCONTRACTORS WILL BE LIABLE FOR ANY LOSS OF DATA OR DAMAGE TO HARDWARE THAT OCCURS DURING

Customer's Initials: _____
Original Copy: SOL Corporate
Yellow Copy: Customer
Pink Copy: Installer

INSTALLATION OF OR ANY SERVICE PERFORMED ON YOUR COMPUTER IN SUPPORT OF THE WIRELESS INTERNET SERVICES. CUSTOMER AGREES THAT IT IS CUSTOMER'S RESPONSIBILITY TO COMPLETELY BACKUP CUSTOMER'S COMPUTER PRIOR TO INSTALLATION OF THE WIRELESS INTERNET SERVICE. CUSTOMER FURTHER AGREES THAT SOL AND/OR ITS SUBCONTRACTORS ARE NOT RESPONSIBLE FOR ANY PROBLEMS WITH CUSTOMER'S COMPUTER FOLLOWING THE INSTALLATION OF OR ANY SUBSEQUENT SERVICE PERFORMED ON CUSTOMER'S COMPUTER IN SUPPORT OF THE WIRELESS INTERNET SERVICES.

14. **Service Warranties** - THE WIRELESS INTERNET SERVICES AND INSTALLATION SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER SOL NOR ITS AFFILIATES WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER SHALL USE THE SERVICES TO ACCESS THE INTERNET AND THE CONTENT CONTAINED ON THE INTERNET AT THE CUSTOMER'S SOLE RISK.

15. **Service Liability** - SOL, ITS AFFILIATES AND ITS SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING PERSONAL INJURIES, PROPERTY DAMAGE OR LOSS OF BUSINESS, THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF OFFERS, CLAIMS, REPRESENTATIONS, PROMOTIONS AND TRANSACTIONS, INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE INTERNET OR THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION OR ANY FAILURE OF PERFORMANCE.

16. **Agreement to indemnify** - Customer agrees to indemnify, defend and hold SOL, its affiliates and subcontractors harmless from any claims made by third parties arising out of the use of the Equipment and/or the Services by you or an authorized user of your account, including the placement or transmission of any message, information, software or other materials on the Internet.

17. All limitations on liability and indemnification provisions contained in this Agreement shall inure to the benefit of and apply to: (i) SOL's parent, subsidiary and affiliated companies; (ii) any successor to SOL's business by way of merger, purchase of assets, or operation of law; and (iii) any subcontractors performing work on behalf of SOL.

17. **Monthly Service Type.** Customer agrees to pay the following monthly service fee (choose one type of service from below):

- \$99.95 Up to 4 Mb Down & 1 Mb up
- \$199.95 Up to 8 Mb Down & 2 Mb up

18. **Installation and Other Costs.** In addition to the monthly service fees in paragraph 17 above, Customer agrees to pay for the following additional costs (choose all that apply from below):

- \$199. No initial term
- \$99.95 Installation w/2 year contract
- \$29.95* Tripp-Lite Surge Protector

*Failure to buy the surge protector makes it more likely that the router or computer if directly connected will be damaged due to storms, power surges, etc.

19. **Authorization to Charge Credit or Debit Card or Automatic Bank Debit.** Customer agrees to pay all such fees incurred by Customer under this Agreement including, but not limited to, the Monthly Fees, Installation Fees, Equipment Rent, Late Fees, Reactivation Fee, Replacement Costs, and Service Call Fees, and Customer hereby authorizes SOL to charge such amounts to Customer's credit or debit card account as provided below or debit customer's bank account. Amount charged upon date of install is a non-prorated estimate by

installer. Customer will receive a prorated invoice after the install. Any overage/underage estimated by installer will be added to or credited towards customer's first monthly invoice.

I agree to the terms provided above.

Customer Signature: _____

Date: _____

TX DL Number: _____

OR

Social Security #: _____

Customer's Name Printed _____

Email Address _____

Business Name _____

Customer's Address where hardware will reside _____

Customer's City, State & Zip _____

Customer Billing Address if different from physical address _____

Business Phone _____ Cell Phone _____

Email address where invoice and all correspondence should go _____

CHOOSE A BILLING OPTION:

Auto CC _____ Auto Bank Debit _____

Frequency of Payment: **15th day of every month**

Auto Credit Card Info:

Customer's Credit Card Number _____ Exp Date _____

Name as it appears on the CC _____

Billing Address for the CC _____

Auto Bank Debit Info: MUST ATTACH A VOIDED CHECK

Name as it appears on Bank Account _____

Bank Name _____

ABA Routing Number (9- digits) _____

Account # _____

Initial here **ONLY** if customer wants a paper bill

I agree to the terms above and understand that this contract is for a _____ year term.

INSTALLERS ONLY BELOW THIS LINE:

Equipment: _____

IP Address: _____

Surge Protector _____

Customer's Initials: _____
Original Copy: SOL Corporate
Yellow Copy: Customer
Pink Copy: Installer

Customer's Initials: _____
Original Copy: SOL Corporate
Yellow Copy: Customer
Pink Copy: Installer