

**SUBSCRIBER AGREEMENT FOR WIRELESS INTERNET ACCESS**

This WIRELESS DEDICATED ACCESS AGREEMENT (the "Agreement") is entered into on the date entered below, between SonicNet Inc.(Provider) and Subscriber whose name and address are set forth below.

- 1) SonicNet will provide Subscriber a shared T1 Internet connection. Data/bandwidth limits for each service package will be posted on the SonicNet website and may change from time to time.
- 2) Subscriber agrees to a 2 (two) year service commitment and from month-to-month thereafter. Either party may cancel the Agreement upon 30 days' written notice. A \$300.00 cancellation fee (prorated) will be charged to Subscriber if Subscriber cancels before the second year ends. However, Provider reserves the right to terminate the Agreement without any notice should Subscriber violate any term herein. In such cases, Subscriber shall be liable for all payments due herein up to the date of termination.
- 3) Subscriber will allow SonicNet personnel required access to premises to remove radio, any external antenna (if used), power supply, and cables if either Subscriber or Provider terminates Agreement or service.
- 4) Subscriber shall not move, relocate, alter, sell, lease, assign, or in any way tamper with the antenna/radio. At all times, Subscriber agrees to pay Provider any cost Provider incurs to repair or replace the antenna/radio.
- 5) This lease agreement does not include equipment other than the radio and mounting, POE adapter, pigtail cable, radio cable, any external antenna, and hardware which will be provided by SonicNet for lease.
- 6) Installation fees are non-refundable if the wireless connection is operable later than 30 (thirty) days after installation. Equipment installation fees are only refundable if the connection is not working within 30 days after installation.
- 7) Subscriber will be required to pay in advance for services. Subscriber will provide credit or debit card information for automatic billing for all services provided or will pay by check in a timely manner. Should a transaction be denied by the subscriber's bank, subscriber will provide SonicNet with new/updated account information. Otherwise, a late fee of \$5.00 per month will be charged to all accounts not paid in a timely manner, service may be disconnected due to non-payment, and a \$25.00 reconnect fee will be assessed on all disabled accounts. A \$35.00 NSF fee will be charged for any returned check or denied credit card payment. SonicNet reserves the right to require a deposit in an amount up to the replacement value of the external radio for delinquent accounts. Subscriber agrees to pay the deposit as a condition of further Internet access.
- 8) SonicNet is NOT responsible or liable for any of the following:
  - a) Any obstructions that might be erected or grow between Subscriber's radio and SonicNet's transmitter causing degradation or loss of service
  - b) Debris or ice on antenna
  - c) Damage to radio, antenna or cabling due to acts of God, other natural occurrences or neglect by customer
  - d) Installing hardware and/or software in a different computer after installation
  - e) Re-configuration of network settings due to, but not limited to, tampering or reinstallation of operating system
- 9) Subscriber acknowledges that tree leaves hold water, they absorb signal, and that may degrade or disrupt signal. Subscriber may require extra hardware and setup at that time. SonicNet shall not be held liable for any changes, nor will Subscriber be entitled to any type of refund.
- 10) If SonicNet terminates Subscriber for violation of unlawful practices or inappropriate materials, Subscriber shall pay,

immediately, a lump sum equal to the charges of the remainder of the two-year term of the Agreement.

- 11) Subscriber acknowledges that the Internet is not owned, operated, or managed by SonicNet or any of its affiliates and that it is a separate network of computers independent of SonicNet's network. Subscriber's use of the Internet is solely at Subscriber's own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond SonicNet's authority and control.
- 12) SonicNet's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material judged to be threatening or obscene, material protected by trade secret or material that is otherwise deemed to be proprietary or judged unfit by SonicNet.
- 13) Subscribers shall not establish Internet servers of any kind, including, without limitation, Web, Email, Games, FTP, or the like without prior written authorization and pricing Agreement from SonicNet. Remote Control Software is permissible to be run on your computers. File sharing is prohibited on the SonicNet network. File sharing must be disabled on applicable software.
- 14) SonicNet specifically disclaims any responsibility for the accuracy or quality of information obtained through the Internet. SonicNet makes no warranties, expressed or implied, including, but not limited to, loss of data or financial loss resulting from delays, non-deliveries, miss-deliveries or service interruption however caused.
- 15) Routine maintenance and periodic system repairs, upgrades and reconfigurations, acts of God, and mechanical or electronic breakdowns may result in temporary service impairment or interruption of service. SonicNet does not guarantee continuous or uninterrupted service. Subscriber holds SonicNet, its directors, officers and employees harmless from any and all obligations, charges, claims, liability, costs and fees incurred as the result of service interruption or loss of service.
- 16) Subscriber shall indemnify SonicNet and affiliates from any and all claims and expenses arising from Subscriber's breach of any provision of this Agreement.
- 17) In the event of litigation, both parties agree that the law of Wisconsin shall apply and both parties agree to have its venue in Vilas County, Wisconsin.
- 18) This Agreement represents the complete understanding between SonicNet and Subscriber as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guarantees, warranties or promises.
- 19) This Agreement is subject to change and additions as required by law or protection of SonicNet and affiliates.

Subscriber Name (Print): \_\_\_\_\_

Subscriber Signature: \_\_\_\_\_

Email Address(req'd) \_\_\_\_\_

Phone #: \_\_\_\_\_

Subscriber Service Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ SonicNetRep: \_\_\_\_\_ AP: \_\_\_\_\_ v.8.11