

Customer:

Account #

Date:



North Coast Wireless Communications **Wireless Service Agreement**

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY.

As the named party on the service account and by payment and use of services, (I) you acknowledge that you are an adult (18 Years or older) and (II) you have read and understand the terms and Conditions and agree to be bound by the terms and conditions in effect And as updated by North Coast Wireless Communications from time to time. In addition, by placing an order for the services, you acknowledge that North Coast Wireless Communications will commence processing such order and will incur expenses and obligations immediately.

If you do not agree to be bound by the terms and conditions, North Coast Wireless Communications will be under no obligation to provide you with the services.

The terms and conditions are subject to revision from time to time. The Latest version of the terms and conditions may be found at <http://www.ncwcom.com/agreement.pdf>. For purposes of the terms and conditions, you will be referred to as the "Customer."

Terms and Conditions

1. Definitions: This Services Order Confirmation and Acknowledgment of Terms and Conditions shall serve as confirmation of your service order with North Coast Wireless Communications, and your acceptance of such order, including acceptance of all of the terms and conditions set forth below, and will authorize North Coast Wireless Communications to provide you with the Services (as defined below) for period agreed to by you (Customer) upon placing an order for the Services.

2. Service: You agree to purchase Internet and/or network access services (Services) from North Coast Wireless Communications. You shall be responsible for any equipment used to access, connect to, or use the Services. Services provided by North Coast Wireless Communications are for the sole use of you, the customer, and not for resale of any kind without the prior written consent of North Coast Wireless Communications, which may be given in its sole discretion. In the event you attempt to resell the Services, North Coast Wireless Communications may, at its sole discretion, increase the fees associated with the Services, or terminate the Services.

3. Equipment: All equipment, (radios, antennas & power supplies), except for equipment purchased and paid for in full by the Customer, will at all times remain the property of North Coast Wireless Communications. Customer may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Customer shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, un-returned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by North Coast Wireless Communications in obtaining or attempting to obtain possession of any such equipment. Customer permits North Coast Wireless Communications access to equipment during reasonable hours for the purpose of maintenance or removal. On expiration or termination of this Agreement, Customer authorizes North Coast Wireless Communications to retrieve from Customers premises equipment for appropriate disposition, that is owned by North Coast Wireless Communications.

4. Non Standard Connections: In the event of an aborted connection due to insufficient line of sight to an access point, Customer will receive a report of the connection options available. The report will include optional mounting configurations and their respective costs. Customer may at that time choose one of the available options or decline services. If the Customer declines services, Customer will be refunded all deposits, less any equipment the Customer decides to retain. Expedited connections with four- (4) business days or less will incur a Two Hundred-Dollar (\$200) expedite charge.

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5. Permitting & Landlord Approval: It is the Customers responsibility to obtain any required permits or to gain landlord approval for the placement of the antenna on the Customers building. North Coast Wireless Communications may assist you or provide this service for you for an additional charge. Landlord consents to the installation, maintenance, and removal of the equipment described herein and required by Customer to receive North Coast Wireless Communications services.

6. Standard Maintenance: North Coast Wireless Communications connection point ends at the wireless radio or LAN jack on our router. Any trouble beyond our network or equipment is the full responsibility of the Customer and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to North Coast Wireless Communications network and backbone connectivity. If your connection ceases to function properly after it has been tested and shown to be working, North Coast Wireless Communications network is still functioning properly, a technician will be sent to trouble shoot during normal business hours (9A~M-5PM, Monday-Friday). If the problem is due to Customer negligence, or any of those items listed in the Not Covered by Standard Maintenance Plan section, standard hourly rates apply. Any re-aiming of antennas or reconstruction of tower/mast assemblies are covered under the standard maintenance.

7. Not Covered by Maintenance Plan or Standard Maintenance Plan: 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 system, such as, but not limited to failure of, or faulty, electrical power or air conditioning, operator error, or malfunction of Customers computer and/or peripheral equipment not installed by North Coast Wireless Communications, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming due to obstructions such as trees or buildings, or storm related damage.

8. Warranties: All Customer purchased equipment, cables and antennas are covered for a period of no more than 1 year. If any part of the equipment fails due to manufacture defect prior to one year, it will be replaced at no charge pending testing of said equipment. All equipment installed at the customer premsis and owned by North Coast Wireless Communications will be warrantied under standard maintenance as long as service is active.

9. Term of Agreement: This agreement has a 12 month service term unless otherwise specified here [REDACTED]. If you would like to terminate this Agreement, we ask for- (30) days written notice. The Initial Term begins the day your wireless connection (/ /) is successfully installed by North Coast Wireless Communications, as recorded in its database. If North Coast Wireless Communications cannot successfully deliver the Service, this contract is implicitly terminated without penalty or cost. Otherwise see section 12. This agreement converts to a month to month agreement after the initial term.

10. Rates and Payment Terms: The rates for Wireless service (Rates) are set forth in the attached Sales Order. The Rates will be in effect for the Initial Term, and may be changed by us after the end of the Initial Term by giving you written or e-mailed notice of the new Rates at least thirty (30) days before their effective date. In addition to the Rates, we will bill you for all federal, state, county, and local taxes, surcharges, fees, regulatory fees and universal service contribution on the Service. Charges for the Services will begin when the Services are installed. Payments for Services will be made through monthly charges to your credit card, unless you have been approved for monthly invoicing. You may pre-pay by check or money order if you prefer not to pay via credit card, or billed monthly, but a credit card number is required in all cases to secure your account with North Coast Wireless Communications. You must keep us informed of any changes in your credit card, billing or email information, or you will be in default under this agreement. Internet service is a pre-pay service, so invoices for the following month are sent out during the current month. Payment is due on the first of the following month. If this payment is not received by the first of the month the account is subject to suspension and penalty charges.

11. Default and Remedies: You will be considered in Default of the Agreement if 1) payment for any Service has not been made within ten (10) days after the due date and 2) for any other breach of this Agreement that is not remedied within ten (10) days after notice of such breach. If you are in Default of this Agreement, we may terminate all Services under this Agreement without further notice to you. If you are in Default of this Agreement for non-payment and your account is suspended an administration fee of \$25.00 must be paid in advance with total balance due. If you are in Default of this Agreement for non-payment and your account has been suspended for greater than 10 days a administration fee of \$50.00 must be paid in advance with total balance due. If you are in Default of this Agreement for non-payment, your account is suspended and all reasonable means of contact have been exhausted we will repossess the equipment after 20 days of suspension.

12.1: Termination: Unless otherwise arranged by 30 day written notice, this agreement will expire on the date indicated and automatically renew as a month to month service agreement.

12.2 Equipment and Supplies: Upon termination of services, as indicated in section three (3), North Coast Wireless will retrieve any and all company owned equipment. Any unused supply items such as mounts and brackets will remain on the premises. Unused poles will be trimmed to ground level. Customer is responsible for the removal of any concrete or other footing.

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12.3 Early Termination Charges: You must notify us in writing of your intention of termination no less than 30 days prior to (/ /) otherwise there will be a \$250 early termination fee.

13. Limited Warranty Wireless Service: We warrant that, subject to the limitations set forth below, the service will operate in substantial accordance with the terms of this Agreement. The limitations include:

13.1 E911 SERVICE. Should you elect to have phone service through North Coast Wireless Communications you are responsible for notifying us of your legal name and physical address where the phone service is installed for the purposes of providing E911 service. You are responsible for advising us of any changes to this service address so we can ensure the E911 system is current. North Coast Wireless Communications does not warranty E911 service and is not responsible for incomplete E911 information. In the event of a service outage or power outage at the customer premises E911 service will not function. It is recommended that customers install a battery backup to ensure services and E911 services remain functional.

13.2 Quality of Service: You understand and acknowledge that the actual transmission speeds may vary from the transmission speeds that you might otherwise expect, due to such factors as the line-of-sight (LOS), distance to transceiver, and other operation characteristics of the facilities and equipment used in the Service. It is possible that there may be other operational impediments that may preclude or delay the actual installation, repair and maintenance of Services to your premises. We reserve the right to terminate this Agreement without liability to you if we are not able to provide, repair or maintain Wireless Services to your premises. We will use commercially reasonable efforts to provide installation, repair and maintenance services. If you experience a substantial reduction in transmission speed or significant interruption of service, please notify us and we the Service provider will undertake commercially reasonable efforts to restore the Service. We will not be responsible for service issues relating to your computer, network or software.

14. Limitations: The limited warranty shall not apply if: 1) your equipment has been subjected to unusual physical or electrical stress, misuse, neglect, accident or abuse, or damaged by any other external causes. 2) The Service or related equipment has been installed, repaired or altered by anyone other than our technical support or its subcontractors or affiliates, without prior written approval. 3) The Service or related equipment is used in violation of applicable law or in violation of instruction furnished by us, if any.

15. Warranties: The foregoing limited warranties shall be in lieu of and shall exclude all other express or implied warranties, including without limitation, warranties of merchantability, and fitness for a particular use or purpose.

16. Use of Services: Customer agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Transmission of any material in violation of federal or state law or regulation, including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, sending UCE/SPAM, distributing viruses, spyware, malware, or any activity that can be interpreted as abuse is prohibited.

16.1 Customer is prohibited from hosting websites, ftp sites, email servers or any other file-sharing programs unless explicit permission has been granted. File sharing programs or peer-to-peer (P2P) programs include but are not limited to Kazaa, Limewire, Morpheus, or iMesh.

We reserve the right to suspend service if we suspect abuse of service or customers are negatively impacted by the actions of other customers.

17. Use of Material: All content downloaded or uploaded using North Coast Wireless Communications system shall remain the sole responsibility of the Customer. The Customer assumes all risks associated with material, including but not limited to, copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions or any other intellectual property tangible or intangible rights associated with the material. **It is the Customers responsibility to provide their own firewall for security purposes.**

17.1 Customer is prohibited from hosting any web site dedicated to the sale or dissemination of pornographic materials and/or containing content of a sexually explicit nature. Customer understands and agrees that this service may be utilized solely for lawful purposes and the use of this service in connection with or adjunct to any matter or thing which violates and foreign municipal, state, county or federal state or regulation is expressly prohibited.

17.2 Customer is prohibited from sending unsolicited advertising or promotional materials to other North Coast Wireless Communications or network subscribers. Should Customer violate any provision of this section, North Coast Wireless Communications, at its sole discretion may immediately suspend services to Customer and terminate this agreement. North Coast

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Wireless Communications liability for termination of this Agreement under this provision shall be solely limited to a refund to Customer of any unearned prepaid service fees. North Coast Wireless Communications shall not be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision.

18. Restrictions: Customers agree not to resale services of any nature from their connection to North Coast Wireless Communications. In the event any Wireless Customer attempts to resale services on the network, North Coast Wireless Communications may, at its sole discretion, increase the fees associated with the Services, or terminate the Services.

19. Limitation of Liability:

19.1 Any liability of North Coast Wireless Communications arising under this agreement shall be limited to direct, objectively measurable damages and neither party shall have any liability for any indirect or speculative damages (including, without limiting the foregoing, consequential, incidental and special damages, loss of use, business interruptions, and loss of profits) irrespective of whether the party has advance notice of the possibility of any such damages.

19.2 Notwithstanding the foregoing, North Coast Wireless Communications total liability to anyone under this agreement regardless of the form of action (whether in contract, tort, strict liability, failure of essential purpose or otherwise) shall not exceed the amount that you would have paid North Coast Wireless Communications under this agreement during the period of time that such liability was incurred, or five hundred dollars (\$500.00) whichever is less.

19.3 You acknowledge that these limitations on potential liabilities were an essential element in setting the prices for service under this Agreement.

20. Force Maieure~ We will not be responsible for any failure to perform any obligation or provide any Services hereunder because of any Act of God or nature, strikes, work stoppage, equipment or facilities shortages, governmental acts, directives or abuse, war, riot or civil commotion, or any other force beyond our immediate and reasonable control.

21. Entire Agreement; Amendments in Writing; Severability: This Agreement, which includes all Attachments and Schedules referenced herein, if any, constitutes the entire Agreement between us concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. Any changes to this Agreement, or any amendment or supplement to the Agreement must be in writing and signed by North Coast Wireless Communications to be enforceable. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the original intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

22. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be held by a single arbitrator who has special knowledge of the industry or technology involved in the dispute.

23. Faxed or emailed Copies: You may sign this Agreement fax or email it to us, and it will have the same effect as if you had returned to original signed document to us. In proving this Agreement, it will not be necessary for us to produce or account for the original document signed by you if we produce the faxed copy that you sent to us. This document must be emailed to us in PDF form.

I, _____, agree to the above agreement with North Coast Wireless Communications,

Signature

Date