



01. RECITALS:

"PROVIDER" is defined as Velociter Wireless, Inc., a California Corporation, postal mailing address of PO Box 6, Escalon, CA 95320. "SUBSCRIBER" is defined as the named individual, corporation, business, or legal entity who incurs usage charges for the PROVIDER's SERVICE, for its own use or who incurs such charges on behalf of a third party user. SUBSCRIBER represents authorization and authority to order and install SERVICE from PROVIDER at the SERVICE premise identified on this AGREEMENT.

02. WARRANTY OF SUITABILITY OF LOCATION:

- A. SUBSCRIBER requests the installation of SERVICE from PROVIDER at SUBSCRIBER's SERVICE location.
B. SUBSCRIBER acknowledges that PROVIDER is not required to and will not inspect SUBSCRIBER's SERVICE location for physical stability, support strength for equipment, the effects of weather, esthetic qualities, interference with cordless devices, or damage resulting from the installation or use of SERVICE at SUBSCRIBER's SERVICE location.
C. SUBSCRIBER warrants and represents that SUBSCRIBER's SERVICE location is physically stable, and sufficiently strong to bear the weight of PROVIDER's equipment (maximum wind load of 62.7lbs of side thrust in 80MPH winds, maximum wireless receiver weight of 18lbs.) at SUBSCRIBER's SERVICE location.
D. SUBSCRIBER warrants and represents that SUBSCRIBER assumes full responsibility for the effects of weather, impairment of esthetic qualities, interference with cordless devices or any damage resulting for the installation or use of SERVICE at SUBSCRIBER's SERVICE location.

03. AGREEMENT FOR INSTALLATION OF EQUIPMENT AND CONDITIONS:

In reliance on SUBSCRIBER's warranties and representations described above, and subject to SUBSCRIBER's acceptance of the conditions subscribed below, PROVIDER will install a wireless receiver at SUBSCRIBER's SERVICE location.

At all times the PROVIDER's equipment installed at SUBSCRIBER's SERVICE location is and shall remain the property of PROVIDER. The installation of PROVIDER's equipment at SUBSCRIBER's SERVICE location does not and shall not be construed as granting SUBSCRIBER any right, title or interest in the equipment.

This agreement applies only to the installation of PROVIDER's equipment at SUBSCRIBER's SERVICE location. The provision of Internet use service, conditions of acceptable use, fees, and limitations of liability relating to SERVICE are set forth in the Velociter Wireless, Inc. Acceptable Use Policy and Customer Services Agreement.

04. RELEASE OF LIABILITY AND ACCESS AUTHORIZATION:

I hereby understand that PROVIDER will be conducting a wireless survey and/or installing wireless equipment at my location. I also understand this process may require access to the: roof, attic, and crawlspace; modification and/or alteration of existing: floorboards, low-voltage jacks, and walls; and installation of new: network equipment, wall plates, and network-related cable. I hereby agree to release PROVIDER from and all liability, claims, demands or any causes of action, and NOT TO SUE OR OTHERWISE MAKE ANY CLAIM against PROVIDER whatsoever which may arise during or as a result of the survey and/or installation process. I authorize PROVIDER to access my location. I understand that if I do not grant PROVIDER with access authorization and also release PROVIDER from liability, PROVIDER will reject my request to install SERVICE at my location. This access authorization and this release of liability shall remain in effect during the term of this agreement and for thirty days after its termination for purposes of removal of PROVIDER's equipment at my location.

05. AUTHORIZATION:

The SUBSCRIBER certifies that he or she is at least 18 years of age. Signature represents personal guaranty to the terms and conditions of this AGREEMENT. SUBSCRIBER recognizes that Electronic Signatures in Global and National Commerce Act ("E-Signature Act") have a legal status equivalent to a written ink signature.

SIGNATURE (SERVICE ACCOUNT HOLDER): \_\_\_\_\_ (NO TITLE)

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SERVICE LOCATION: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

PERSONAL GUARANTY SIGNATURE ONLY - TITLED SIGNATURES NOT VALID



**OPTIONAL:**

You may choose to tick the selected service to begin this agreement with; however since the service type is user-changeable throughout the duration of the agreement, this step is not necessary. Service type alterations are subject to terms and conditions, contact our office for details at (209) 838-1221.

**RESIDENTIAL RATES**

	DOWNLOAD	UPLOAD	IP	EMAIL	MONTHLY	SETUP
<input type="checkbox"/> EXPRESS 2.0	2,048 kb/s	2,048 kb/s	1 static	3	49.95	\$99.00
<input type="checkbox"/> PROFESSIONAL 3.2	3,200 kb/s	3,200 kb/s		5	79.95	FREE

**AGRICULTURAL / BUSINESS RATES**

	DOWNLOAD	UPLOAD	IP	EMAIL	MONTHLY	SETUP
<input type="checkbox"/> EXPRESS 2.0	2,048 kb/s	2,048 kb/s	1 static	3	59.95	\$99.00
<input type="checkbox"/> PROFESSIONAL 3.2	3,200 kb/s	3,200 kb/s		5	159.95	FREE

**01. RECITALS:**

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**02. EQUIPMENT PROVIDED:**

- A. PROVIDER, its agent, or contractor may provide SUBSCRIBER with a wireless receiver, Power-over-Ethernet (PoE) or J-Box, mounting hardware, CAT5 network cable, mast, reflector dish, and similar PROVIDER supplied items collectively identified as "EQUIPMENT." The EQUIPMENT supplied by PROVIDER, if installed and used properly, allows the SUBSCRIBER to access and use the SERVICE. EQUIPMENT is property of PROVIDER and for security measures will be removed from SUBSCRIBER's premise within thirty (30) days after SERVICE is terminated. SUBSCRIBER agrees to grant PROVIDER physical access to the EQUIPMENT for service calls and removal.
- B. EQUIPMENT remains the sole property of PROVIDER. PROVIDER is authorized to make preparations and alterations to the premises such as drilling holes, driving nails and screws, making attachments, and performing other related actions as necessary in PROVIDER's sole discretion for the installation, maintenance, and future removal of EQUIPMENT. PROVIDER shall not be held responsible for any condition created thereby as a result of such installation, maintenance, or future removal of EQUIPMENT. SUBSCRIBER represents that the owner of the premises, if other than SUBSCRIBER, authorizes the PROVIDER to perform said actions necessary for the installation of EQUIPMENT under the terms of this AGREEMENT.
- C. If the EQUIPMENT is stolen or lost, or if the EQUIPMENT is altered by SUBSCRIBER, PROVIDER is entitled to full reimbursement for the stolen, lost or altered EQUIPMENT, and SUBSCRIBER agrees to pay to PROVIDER the declared value of such EQUIPMENT in the amount up to six hundred dollars (\$600.00).
- D. EQUIPMENT shall not be considered a fixture or a part of the realty, and SUBSCRIBER shall not permit the attachment thereto of any apparatus not furnished by PROVIDER to the EQUIPMENT.
- E. Care of EQUIPMENT: SUBSCRIBER is not authorized to modify, adjust, remove, or in any other way alter the EQUIPMENT. SUBSCRIBER acknowledges that the EQUIPMENT is the property of PROVIDER and will not authorize any third party to modify, adjust, remove, or in any other way alter the EQUIPMENT. SUBSCRIBER acknowledges unauthorized handling of the EQUIPMENT is a breach of this AGREEMENT and may result in damaged EQUIPMENT fees payable to PROVIDER at the declared value of such EQUIPMENT in the amount up to six hundred dollars (\$600.00). SUBSCRIBER agrees not to tamper with, remove, or otherwise interfere with the EQUIPMENT which shall remain in the same location as installed by PROVIDER and SUBSCRIBER agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lighting or electrical surge, fire, except for ordinary wear and tear during the SERVICE period, in which even repair or replacement shall be made by PROVIDER without additional charge.

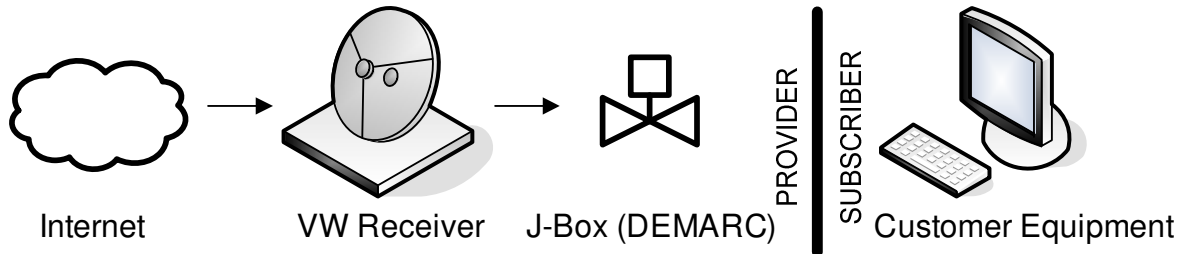
**03. SUBSCRIBER ATTACHED EQUIPMENT AND OR NETWORK / INTERNET-BASED PERIPHERALS:**

SUBSCRIBER may attach additional SUBSCRIBER purchased equipment (such as routers, switches, computer systems), not to be confused or associated with the EQUIPMENT detailed in clause "EQUIPMENT PROVIDED" to the SERVICE to enhance or utilize the SERVICE. SUBSCRIBER agrees to hold the PROVIDER harmless and free of blame for any undesirable behavior or malfunction of SUBSCRIBER attached equipment.

**04. DEMARCATION POINT (DEMARC):**

PROVIDER declares the DEMARC to be the network side Ethernet port on the Power-over-Ethernet (PoE) or J-Box. SERVICE is the responsibility of the PROVIDER up to the DEMARC, (SUBSCRIBER) equipment on the SUBSCRIBER side of the DEMARC is the responsibility of the SUBSCRIBER. **PROVIDER will not be held responsible for any device, cable, malfunction, or otherwise undesirable behavior on the SUBSCRIBER side of the DEMARC, regardless if said equipment was purchased from PROVIDER. Routers are considered to be on the SUBSCRIBER side of the DEMARC and are not warranted, guaranteed, or supported by PROVIDER; failure or malfunction of SUBSCRIBER's router does not constitute an interruption in SERVICE.** Localized radio frequency (RF) interference originating from the SUBSCRIBER's SERVICE premise is not the responsibility of PROVIDER. EQUIPMENT operates between 906MHz-924MHz and 5,725MHz-5875MHz, cordless devices such as propane tank monitors, cordless phones, and baby monitors may also operate between these ranges. It is the responsibility of the SUBSCRIBER to ensure localized RF equipment does not overlap with EQUIPMENT. An exact frequency and channel size will be provided upon SUBSCRIBER's request by contacting PROVIDER.

The DEMARC is detailed in the following diagram:



**05. SERVICES:**

- A. SERVICE is for the sole use of the SUBSCRIBER and not for resale or distribution of any kind, regardless if for profit. SERVICE may not be distributed to other parties not identified in this AGREEMENT. In the event the SUBSCRIBER attempts to resell or distribute the SERVICE, PROVIDER may, at its sole discretion, terminate the SERVICE. PROVIDER does not firewall SERVICE provided to end-customers for SPAM, virus, Trojans, hijacks, spyware, and or malicious code. PROVIDER is not responsible for the protection against such threats and makes no recommendations or endorsements of products or services designed to reduce the risk of such threats. PROVIDER does monitor individual SUBSCRIBER's network traffic patterns and will temporarily interrupt SUBSCRIBER's SERVICE if it is determined that the SUBSCRIBER is in violation of this AGREEMENT by unintentionally or intentionally redistributing SPAM, virus, Trojans, hijacks, spyware, and/or malicious code. It is the SUBSCRIBER's responsibility to ensure no network nodes, peripherals, and devices attached to SERVICE (i.e. computers, routers, switches, etc.) are in violation of this AGREEMENT.
- B. Please see schedule A (optional) for available service types.
- C. PROVIDER may immediately terminate all or a portion of SUBSCRIBER's SERVICE, or suspend SERVICE, without notice, for conduct that PROVIDER has reasonable cause to believe one or more of the following conditions exist:
  - 1. Is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten

2. Constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws)
3. Is a violation of AGREEMENT, and PROVIDER may refer such use to law enforcement authorities without notice to you. Termination or suspension by PROVIDER of SERVICE does not nullify SUBSCRIBER's obligations to AGREEMENT, including but not limited to, early termination fees.

## 06. SERVICE LEVELS:

- A. For consideration of the SERVICE, the Service Level Agreement "SLA" which specifies the applicable performance metrics is defined herein.
- B. "SERVICE outage" is defined as either:
  1. Material non-compliance with a specific performance metric specified set forth in SLA.
  2. Complete loss of transmission or reception capability of SERVICE caused by PROVIDER's network (PROVIDER side of DEMARC) for a duration of time in excess of five (5) minutes.
- C. SERVICE outages and failures must meet the performance objectives herein, and do not include outages and failures caused by the EQUIPMENT, acts or omissions of the SUBSCRIBER or its end users, Force Majeure events, line of sight obstructions caused by third-parties, failure of elements of the Internet outside of PROVIDER's control or outages occurring during scheduled or emergency maintenance, or interruptions of SERVICE resulting from SUBSCRIBER's non-compliance with this AGREEMENT. SERVICE interrupting maintenance windows are announced at <http://twitter.com/velocitertweets>. The duration of a SERVICE outage does not include any time during which PROVIDER is denied access to the EQUIPMENT premise necessary to restore the SERVICE.
- D. Performance objectives:
  1. Packet delivery of 99.3% or greater.
  2. PROVIDER's SERVICE will have an average round-trip transmission no greater than 80 milliseconds between PROVIDER's peer Internet points of presence in the forty-eight contiguous United States and an average no greater than 105 milliseconds between PROVIDER's peer Internet points of presence in Hawaii and the mainland United States.
  3. PROVIDER's SERVICE will be available to SUBSCRIBER at least 99.8% of the time in a calendar month, subject to SERVICE outage definition.
- E. If there is a SERVICE outage, SUBSCRIBER must contact PROVIDER at (209) 838-1221 within twenty-four (24) hours of outage, and PROVIDER will open a trouble ticket and provide SUBSCRIBER with trouble ticket number for tracking purposes. Undocumented SERVICE outages cannot be used for service credits or early termination consideration.
- F. If three (3) documented SERVICE outages have occurred on a particular SERVICE during a thirty-day (30) period, and a fourth (4<sup>th</sup>) SERVICE outage occurs within thirty (30) days following the third (3<sup>rd</sup>), SUBSCRIBER may terminate the applicable SERVICE without early termination liability provided that SUBSCRIBER supplies PROVIDER with a written termination notice no later than ten (10) days following the fourth (4<sup>th</sup>) outage.
- G.
  1. The SERVICE speeds identified in schedule A (optional) are SERVICE maximum capability speeds, which are the maximum aggregate downstream and upstream rates at which SUBSCRIBER's circuit transfers Internet access data between the EQUIPMENT at SUBSCRIBER's premise to the edge router in PROVIDER's network.
  2. SERVICE capability speeds should not be confused with throughput speed, which is the speed at which your router or node receives and sends Internet access data. These speeds may vary, are beyond the control of PROVIDER, and are not guaranteed. Throughput speed depends upon many factors including SUBSCRIBER location, destination and traffic on the Internet, interference with localized RF equipment, wiring inside SUBSCRIBER's premise, the capacity or performance of SUBSCRIBER's computer or router, the server with which you are communicating, internal network factors, and the networks you and others are using when communicating.
  3. PROVIDER may adjust SUBSCRIBER's maximum SERVICE speed tier to better match the SUBSCRIBER's maximum throughput speed. This may be necessary due to speed limiting environmental conditions outside of the PROVIDER's control. SUBSCRIBER is obligated to AGREEMENT terms while PROVIDER can provide the minimum SERVICE speed of 1,024 kilobits per second downstream rate and 768 kilobits per second upstream rate.
  4. SERVICE installation is contingent upon PROVIDER's preliminary analysis ("Site Survey") to test suitability of SUBSCRIBER's premise for new installation of SERVICE. This AGREEMENT, the terms and conditions set forth within, any and all obligations between PROVIDER and SUBSCRIBER are null and void if PROVIDER's Site Survey finds SUBSCRIBER's premise to be unsuitable for SERVICE. Unsuitability of SUBSCRIBER's premise for SERVICE does not revoke, nullify, or in any way limit the separate and distinct "Request For Installation" agreement between SUBSCRIBER and PROVIDER. Suitability judgment is the sole discretion of PROVIDER. Site Survey does not guarantee future suitability for fitness of SUBSCRIBER's premise for installation of EQUIPMENT to deliver SERVICE.

## 07. BILLING:

- A. SUBSCRIBER agrees to pay all charges to SUBSCRIBER's account, including monthly fees, applicable taxes and charges to recover taxes paid, in accordance with billing terms in effect at the time the fee or charge becomes payable. Monthly fees are non-refundable. SUBSCRIBER agrees to provide PROVIDER with accurate and complete billing information, including SUBSCRIBER's complete legal name, address, telephone number, social security number, and credit card information. SUBSCRIBER agrees to report to PROVIDER all changes to this information within thirty (30) days of any change, including any change in the expiration date of SUBSCRIBER's credit card. PROVIDER is not responsible to notify SUBSCRIBER when the credit card expiration date on record is approaching or past valid use. SUBSCRIBER agrees to pay regular monthly SERVICE fees on or before the first calendar day of each calendar month, for that month's SERVICE, with the initial payment due and payable on the activation (turn-up) date of the SERVICE.
- B. SUBSCRIBER agrees to pay a twenty-five dollar (\$25.00) fee for processing unpaid checks.
- C. The initial payment may include non-recurring installation charges including, but not limited to: site survey, inside wiring, installation labor fees, and equipment. SERVICE will not be activated prior to full and satisfactory initial payment is received by PROVIDER.
- D. Standard monthly fees are due the first (1) day of each calendar month for that month's SERVICE. PROVIDER is not responsible to furnish SUBSCRIBER with an invoice for regular monthly SERVICE but may do so at the request of SUBSCRIBER as a courtesy to SUBSCRIBER. PROVIDER does not make any guarantee of delivery of any invoice or statement sent via electronic mail or United States postal mail. United States postal mailed paper statements or invoices sent to SUBSCRIBER by PROVIDER on a monthly basis are subject to a three dollars and forty-nine cents (\$3.49) paper statement fee, biannual and annual pre-payments are NOT subject to a paper statement fee.
- E. SUBSCRIBER agrees to pay regular monthly SERVICE fees on or before the first (1) calendar day of each calendar month, for that month's SERVICE, regardless if an invoice or statement was received.
  1. Grace period: If full and satisfactory payment is not received by PROVIDER prior to the seventh (7) day of each calendar month, SUBSCRIBER's account is considered past due and SUBSCRIBER will be subject to a flat-rate late payment fee of ten dollars (\$10.00).
  2. Service suspension: If full and satisfactory payment is not received by PROVIDER prior to the tenth (10) day of each calendar month, SUBSCRIBER's account is considered severely delinquent and SERVICE will be suspended until full and satisfactory payment is received by PROVIDER. SUBSCRIBER IS NOT ELIGIBLE FOR SERVICE CREDITS FOR DURATION OF SUSPENDED SERVICE. PROVIDER will not be held responsible for SERVICE interruptions resulting from absent, delinquent, or lost payments.
  3. Abandonment: If full and satisfactory payment is not received by PROVIDER prior to the last day of the calendar month, SUBSCRIBER's account is considered abandoned. SUBSCRIBER is subject to the terms and conditions set forth in TERM / CANCELLATION clause of AGREEMENT.
  4. SUBSCRIBER is responsible for any and all legal, collection, or other fees arising from PROVIDER's efforts to collect any unpaid balance.
  5. PROVIDER shall have the right, at any time, to increase the SERVICE fees to reflect any additional or increased taxes, licenses, permits, ordinances, or fees which may be charged to PROVIDER by any utility or governmental agency relating to the distribution of SERVICE by PROVIDER and

SUBSCRIBER agrees to pay same. In addition, PROVIDER may increase the SERVICE fee, provided such increase does not exceed 10% of the monthly charge then in effect, by giving the customer thirty (30) days prior written notice.

**08. TERM / CANCELLATION:**

- A. SUBSCRIBER agrees to maintain SERVICE in good financial standing for the duration of the initial agreed upon term of eighteen (18) paid months. SUBSCRIBER may terminate the SERVICE by providing not less than thirty (30) days advanced written notice to PROVIDER. Termination notice must be sent via certified United States postal mail to: Velociter Wireless, Inc.; PO Box 6; Escalon, CA 95320. SUBSCRIBER must pay full service fees and other charges incurred through the termination date. SUBSCRIBER will be charged the value of any EQUIPMENT that is not returned in accordance with clause "EQUIPMENT PROVIDED." Additionally, if SUBSCRIBER terminates or abandons SERVICE prior to maturity of the initial term, or any subsequent term extensions, SUBSCRIBER is obligated to an early termination fee no less than 50% of the remaining monthly recurring SERVICE fees due.
- B. Relocating residency does NOT nullify terms and conditions of initial term or any term extensions. SERVICE may be transferred to another party subject to the terms and conditions of this AGREEMENT, subject to PROVIDER's SERVICE transfer policy, and PROVIDER's consent. Contact PROVIDER for complete details.
- C. SUBSCRIBER acknowledges that free or no cost month's SERVICE (new customer sign-up promotional, AGREEMENT extension incentive, etc.) do not qualify for satisfaction of a month of SERVICE as defined in this AGREEMENT's term. For example, if the SUBSCRIBER is granted a free month of SERVICE during a new customer sign-up promotional, that SUBSCRIBER's eighteen (18) month term will not begin until the first calendar day of the paid month of SERVICE. Existing SUBSCRIBER's who are granted a free month of SERVICE will extend their AGREEMENT term by one (1) paid month of SERVICE for each month of free SERVICE granted.

**09. INDEMNIFICATION:**

SUBSCRIBER shall indemnify and hold harmless, the PROVIDER, its agents, and employees from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to third parties, relating to or arising from the use of the SERVICE by SUBSCRIBER, or any of SUBSCRIBER's personnel, regardless if SUBSCRIBER has knowledge of or has authorized such access or use, including, without limitation, claims for libel, slander, an invasion of privacy, infringement of copyright, patent infringement (where SUBSCRIBER has used, connected, or combined the SERVICE with the products or services of others), negligence, breach of content, or tort liability. SUBSCRIBER agrees to indemnify the PROVIDER along with any parties from whom the PROVIDER obtains network services, and to hold them harmless from any claims resulting from the use of the SERVICE by SUBSCRIBER or its users that damage another party or that violates the law.

**10. DISCLAIMERS OF WARRANTIES:**

SERVICE is provided "as is" and "as available, best effort" for SUBSCRIBER's use. **The SERVICE is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.** The PROVIDER and its licensors, agents, and employees do not warrant that the SERVICE is accurate, reliable, secure, that the SERVICE will be available at any particular time or location; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. SUBSCRIBER's use of PROVIDER's SERVICE is solely at SUBSCRIBER's risk.

**11. LIMITATION OF LIABILITY:**

PROVIDER shall not be liable for interruptions caused by failure of EQUIPMENT or SERVICE not provided by PROVIDER, failure of communications, power outages, or other interruption not within the complete control of PROVIDER, nor shall PROVIDER be liable for performance deficiencies caused or created by SUBSCRIBER attached equipment. SUBSCRIBER agrees to hereby release PROVIDER from liability arising from any content accessed via the SERVICE. PROVIDER's performance under this AGREEMENT shall be excused in case of labor difficulties, governmental orders, civil commotions, acts of God, or other conditions or circumstances beyond its reasonable control. In no event shall PROVIDER be liable for any incidental, special, consequential, or punitive damages including but not limited to loss of profits, loss of data, loss of business or business opportunity, loss of use, etc. In order for SUBSCRIBER to obtain the benefit of a fee for SERVICE which includes a lesser allowance for risk funding, SUBSCRIBER agrees to limit PROVIDER's liability arising from PROVIDER's acts, errors, or omissions such that the total liability of PROVIDER shall not exceed PROVIDER's total fees for the SERVICE provided to SUBSCRIBER hereunder. The liability of PROVIDER for actual proven damages for any cause whatsoever, including but not limited to any failure of or disruption of SERVICE, regardless of the form of action, whether in contract or in tort or otherwise, including negligence, shall be limited to an amount equivalent to charges payable by SUBSCRIBER under this AGREEMENT for the SERVICE during the period such damages occur. **PROVIDER makes no other warranties or representations either express or implied, concerning the SERVICE; PROVIDER expressly disclaims warranties of fitness for a particular use or purpose, the warranty of merchantability and any other warranty implied by law.**

**12. ACCEPTABLE USE POLICY:**

- A. This Acceptable Use Policy and Customer Service Agreement (AGREEMENT) sets forth the specific actions of SUBSCRIBER that are prohibited by PROVIDER. This AGREEMENT was formulated with the goal of enhancing use of the SERVICE by preventing unacceptable use. The use of the SERVICE constitutes acceptance of, and agreement to abide by, all policies set forth in this AGREEMENT.
- B. SUBSCRIBER ensures that its users shall comply with the terms and conditions of this AGREEMENT.
- C. SUBSCRIBER and its users shall not use or permit its end users to use the SERVICE in ways that violate laws, infringe the rights of others, interfere with other SUBSCRIBERS of PROVIDER's SERVICE or other service networks. SUBSCRIBER is responsible for the knowledge of and adherence to any and all laws, statutes and regulations pertaining to or in any way connected with the SERVICE provided by the PROVIDER. Use or distribution of any information, data, material or service in violation of any such law, is strictly prohibited.
- D. SUBSCRIBER's rights herein granted, cannot be transferred, assigned, shared, sold, or used by anyone other than the SUBSCRIBER, in accordance with TERM / CANCELLATION clause.
- E. SUBSCRIBER using "Residential" SERVICE packages shall not establish Internet servers of any kind, including without limitation, Web, E-Mail, games, FTP, or the like. In the event any SUBSCRIBER attempts to utilize a server on the network, PROVIDER may, at its sole discretion, increase the fees associated with the SERVICE, or terminate the SERVICE.

**13. BROADBAND AVAILABILITY:**

PROVIDER reserves the right to establish and enforce usage limits limiting the speed of uploads and downloads of any kind and in all protocols, including without limitation, file downloads (FTP), Web browsing (HTTP), etc., from time to time, for all wireless system accounts. Advertised speeds are not guaranteed unless otherwise specified by PROVIDER in writing. Many factors affect the actual speed. PROVIDER reserves the right to enforce metered SERVICE usage with advertised usage limits by providing SUBSCRIBER thirty (30) day advance notice of such metering.

**14. SERVICE CALLS:**

SUBSCRIBER is responsible for the entire cost of service calls including labor, materials and EQUIPMENT for all failures which are not the fault of the PROVIDER including without limitation, acts of God, weather phenomena, failure of SUBSCRIBER's EQUIPMENT, theft, etc., including service calls to reinstall software. A complete and current list of prices can be obtained by contacting PROVIDER. SUBSCRIBER agrees to grant PROVIDER access to the EQUIPMENT for all service-related calls to repair, inspect, test, change, program, or remove EQUIPMENT, and for the duration of thirty (30) days after the termination of SERVICE to remove the EQUIPMENT. If SUBSCRIBER is vacating the premise prior to the expiration of the thirty (30) days after the termination of SERVICE, SUBSCRIBER will notify PROVIDER in writing of such intentions and arrange for an

early EQUIPMENT removal. If SUBSCRIBER fails, for whatever reason to notify PROVIDER in the manner herein described, and PROVIDER is unable or unauthorized to retrieve EQUIPMENT, SUBSCRIBER is responsible for the entire cost of EQUIPMENT as described in AGREEMENT clause "EQUIPMENT PROVIDED."

**15. DISPUTES:**

In the event PROVIDER is required to engage the services of an attorney because of a breach by the SUBSCRIBER of any of the terms herein contained or arising out of the SUBSCRIBER's use of the SERVICE provided by the PROVIDER in any other manner, the SUBSCRIBER agrees to pay all of the PROVIDER's legal fees and court costs. Upon breach of this AGREEMENT, all of SUBSCRIBER's rights and privileges shall be immediately terminated and upon any such termination for breach of the provisions of this AGREEMENT, or the breach of any applicable law or statute governing the use of the SERVICE provided, all SUBSCRIBER fees shall be forfeited as liquidated damages to the PROVIDER. In the event of litigation both parties agree that the law of California shall apply and both parties consent to the jurisdiction of the courts of San Joaquin County, California. Both parties expressly waive a jury trial.

**16. AGREEMENT AMENDMENTS:**

PROVIDER reserves the right to amend this AGREEMENT from time to time, at its sole discretion; and any such amendments shall become effective upon publication, followed by SUBSCRIBER's continued use of the SERVICE. PROVIDER may amend this AGREEMENT at any time by posting a revised version on our website <http://www.velociter.net>. The revised version will be effective at the time posted. Notice of AGREEMENT amendments are made available to SUBSCRIBER online at <http://twitter.com/velocitertweets>.

**17. AUTHORIZATION:**

The SUBSCRIBER certifies that he or she is at least 18 years of age. Signature represents personal guaranty to the terms and conditions of this AGREEMENT. SUBSCRIBER recognizes that Electronic Signatures in Global and National Commerce Act ("E-Signature Act") have a legal status equivalent to a written ink signature.

**18. ENTIRE AGREEMENT:**

This AGREEMENT represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreements between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party.

**19. SEVERABILITY:**

If any provision of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**20. WAIVER OF PRIVACY:**

PROVIDER supports the free flow of information over the Internet and does not actively monitor the use of its SERVICE under normal circumstances. Furthermore, PROVIDER does not monitor the integrity, accuracy, or quality of the information transmitted via the SERVICE and it assumes no liability to its SUBSCRIBERS or to any third parties for the content of such information. However, PROVIDER is subject to federal law which requires telecommunication entities to provide standardized methods of allowing law enforcement agencies to wire tap communications over the Internet. Further, PROVIDER discloses that it may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Finally, PROVIDER is bound by certain requirements imposed by its upstream provider related to monitoring individual user's activity, usage, and content, and reserves the right to monitor SUBSCRIBER's use of the SERVICE to the extent PROVIDER is contractually obligated to do so. SUBSCRIBER understands that the expectation of privacy is limited, as described herein and hereby waives any expectation of privacy.

**21. NO "COOLING OFF PERIOD":**

SUBSCRIBER acknowledges E-Signature of this AGREEMENT executed by SUBSCRIBER online (Internet) represent and are the same as the regular trade premises of or regular domain of conducting business of PROVIDER. SUBSCRIBER hereby forfeits any and all rights to cancel this AGREEMENT during a "cooling off period" as described in California Civ. Code §§ 1689-1689.12.

**22. APPLICABLE LAW:**

This AGREEMENT shall be governed by the laws of the State of California.

I have read and understand this AGREEMENT in its entirety, foregoing Waiver of Privacy Notice and I understand that my expectation of privacy is limited, as described above, and as to the limitations describe above, I waive any expectation of privacy.

**SIGNATURE (SERVICE ACCOUNT HOLDER):** \_\_\_\_\_ **(NO TITLE)**

**PRINTED NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SERVICE LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERSONAL GUARANTY SIGNATURE ONLY - TITLED SIGNATURES NOT VALID**