

TERMS OF SERVICE FOR WIRELESS INTERNET ACCESS

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

General Information:

- 1) Subscriber may contact the Provider as noted on the web site at www.sonicnet.us for any billing or technical support.
- 2) Provider will provide Subscriber a shared fiber Internet connection using fixed-wireless technology. While no specific data/usage limits are in effect, Provider reserves the right to monitor and maintain the overall network to provide excellent speeds and bandwidth for all customers.
- 3) Provider reserves the right to terminate the Agreement without any notice should Subscriber violate any term herein. In such case, Subscriber shall be liable for all payments due herein up to the date of termination.
- 4) Subscriber owns all equipment installed by Provider and is responsible for its operation. Equipment warranties apply. Optional equipment replacement coverage is available (Connection Protection). Service call charges, as noted on the web site at www.sonicnet.us, will apply should equipment need to be replaced or adjusted, unless Connection Protection is in place.
- 5) Subscriber shall not move, relocate, alter, sell, lease, assign, or in any way tamper with the antenna/radio while service is in force. At all times, Subscriber agrees to pay Provider any cost Provider incurs to repair or replace the equipment.
- 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.

Payment Information:

- 7) Subscriber will be required to pay in advance for services within the terms noted on the invoice. All invoices are emailed to Subscriber. Should a transaction be denied by the Subscriber's bank, Subscriber will provide Provider 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 may be charged for any returned check or denied credit card payment.
- 8) Provider reserves the right to require automatic charges to a credit or debit card for delinquent accounts. Subscriber then agrees to provide credit card data as a condition of further Internet access. Check payments may be processed electronically, in which case Subscriber's check would not be scanned by his/her bank. Electronic payments post to the Subscriber's checking account via ACH.

Provider/Subscriber Responsibilities:

- 9) Provider is NOT responsible or liable for any of the following situations, and charges for service calls will apply to remedy:
 - Any obstructions that might be erected or grow between Subscriber's radio and Provider's transmitter causing degradation or loss of service. In the unlikely event of loss of signal for this reason, Provider will inform Subscriber that service is no longer available at that location.
 - Debris or ice on antenna
 - Damage to radio, antenna or cabling due to acts of God, other natural occurrences or neglect by Subscriber
 - Installing hardware and/or software in a device after installation which may disable that device with regard to connecting to Internet
 - Re-configuration of network settings due to, but not limited to, tampering or reinstallation of operating system
 - Misplaced WiFi login credentials, which are provided to Subscriber at time of installation
- 10) 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 such time as changes in tree foliage may occur, or in some cases service may no longer be available if signal strength changes and no remedy can be made. Provider shall not be held liable for any changes, nor will Subscriber be entitled to any type of refund prior to the date on which Provider is first informed.
- 11) Provider uses "best practice" installation techniques and will discuss the method of attachment to the building, mast or other approved structure with the owner prior to performing installation. Provider is not responsible for any water leaks, damage or mold that may occur. In most cases, non-roof-penetrating methods of attachment will be used. Provider's technicians reserve the right to refuse installation at any location if there is a concern about his/her health or safety, or if the signal is not the best possible at a location requested by Subscriber.

Provider's Network Management and Subscriber's Terms of Use:

- 12) Subscriber acknowledges that the Internet is not owned, operated, or managed by Provider or any of its affiliates and that it is a separate network of computers independent of Provider'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 Provider's authority and control.
- 13) Provider'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 Provider.
- 14) Subscriber 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 Provider. Remote Control Software is permissible to be run on your computers. File sharing is prohibited on the Provider network. File sharing must be disabled on applicable software.
- 15) It is prohibited to resell the service or otherwise make available to anyone outside the Subscriber's premises the ability to use the service (through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, or to connect the Provider equipment to any computer outside of Subscriber's premises.
- 16) Provider specifically disclaims any responsibility for the accuracy or quality of information obtained through the Internet. Provider 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.
- 17) 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. Provider does not guarantee continuous or uninterrupted service. Subscriber holds Provider, 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. It is recommended that Subscriber maintain some form of back-up service if his/her online tasks are critical.

Important Legal Information:

- 18) Subscriber shall indemnify Provider and affiliates from any and all claims and expenses arising from Subscriber's breach of any provision of this Agreement.
- 19) 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.
- 20) This Agreement represents the complete understanding between Provider and Subscriber as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guarantees, warranties or promises.
- 21) This Agreement is subject to change and additions at any time as may be required by law or best practices. Use of the service acknowledges Subscriber's acceptance of any updated Agreement as posted on the Provider's web site at www.sonicnet.us.

Subscriber Name (Print): _____ Date: _____

Subscriber Signature: _____



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888.631.9666 info@sonicnet.us

OPTIONS

Option 1: Connection Protection

Provider is pleased to offer Connection Protection to all customers. Connection Protection covers any malfunction to the SonicNet-installed equipment including the following:

- Radio
- Antenna
- Cabling
- PoE
- Wireless router (if purchased from SonicNet)
- Network switch (if purchased from SonicNet)
- Mounting hardware, including any guy wires if applicable

This equipment replacement service does not cover customer's equipment, including but not limited to computers, smartphones, wireless printers, wireless routers provided by customer, tablet computers, network switches or any other device not part of the Provider-installed equipment. Equipment damage caused by power surges or ungrounded power service in the building are not included. It is recommended that equipment is plugged into surge protection device(s) at all times.

Connection Protection covers service calls to adjust antennas or other SonicNet equipment as may be needed from time to time.

Connection Protection is billed at \$5.00 per month on year-round monthly-pay subscriptions or \$60.00 on annual, summer-season subscriptions. Updates to this agreement will be posted at www.sonicnet.us, and continued use of the service constitutes Subscriber's acceptance of these updates. To cancel this coverage, please call or email as noted above.

Customer Signature

Date

Option 2: Yard Sign

One of the best ways to let your neighbors know that SonicNet service is available in your area is with a yard sign at the end of the driveway.

Provider offers a \$5 credit on your account if your location is suitable for advertising and you allow the crew to place a yard sign at your driveway for at least a month.

Customer Signature

Date