

ALTIUS Broadband LLC
3314 Papermill Rd
Suite 100
Phoenix, MD 21131
410-667-1638

Contract for Internet Service

This is the General Agreement between ALTIUS Broadband, LLC. ("COMPANY") and All Customers ("CLIENT")

COMPANY agrees to provide internet access as described in the accompanying "Schedule of Service" and herein. PLEASE REVIEW THE ATTACHED SCHEDULE OF SERVICE CAREFULLY. This Schedule represents the full extent of the equipment and/or services to be provided. Additional equipment or services will require additional charge. Proposals and/or oral understandings to the contrary are not binding. This SYSTEM will be powered through a standard AC outlet provided by CLIENT. If the Customer does not agree to the terms of this contract we will not be able to perform the installation or provide internet service.

Service: 1 High Speed Internet-
Client Type: Residential / Small Business / Commercial
Service Class: Best Effort- 2 Mbps Down / 500K Up
Term Commitment : 2 years Upon Installation Date

The above internet access fee shall be payable by client as follows (check one):
 Annually Quarterly Monthly (Credit Card Only). All fees shall be payable in advance on the first day of the payment term selected above. The term of this contract commences from the date the system is connected to COMPANY's network and renews automatically for one-month terms barring proper notice of cancellation at the end of the initial term commitment

COMPANY makes no guarantee; representation or warranty except as explicitly set forth in paragraph 17. THE COMPANY IS NOT AN INSURER: Client specifically acknowledges that the COMPANY's liability for damages suffered by CLIENT are limited and liquidated as set forth herein. Some states do not allow limitation on how long an implied warranty lasts of the exclusion of the limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

ALTIUS Broadband

TERMS AND CONDITIONS

1. THE SYSTEM: COMPANY agrees that Client will install in the premises of CLIENT, internet access equipment, antennas and devices necessary to transmit signals from the premises of CLIENT to COMPANY's Wireless Point of Presence (WiPOP), or both (referred to herein as the "SYSTEM"), in accordance with the above Description of Systems or Schedule of Service and Description of Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. TERM AND RENEWAL: After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Protection Program Agreement where contracted, shall automatically renew for additional one-month terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. FEE INCREASE: COMPANY shall have the right at any time during the term of this Agreement, to increase the internet service charges provided herein above to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this agreement, increase the internet service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased internet service charge, CLIENT may terminate this Agreement upon giving notice in writing to COMPANY within twenty (20) days prior to the effective date of increase. CLIENT's failure to notify COMPANY within said twenty (20) days shall constitute CLIENT's acceptance of the increase.

4. TERMINATION: COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of non-payment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully violates the terms of this agreement.

5. ADDITIONAL CHARGES: CLIENT shall be liable for any expenses incurred for collection of any moneys owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1-1/2%) per month of the amount due may be charged, or at such rate as may be permitted by law.

6. SYSTEM INTERRUPTION: CLIENT understands that for equipment which transmits signals via radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised.

7. REMOVAL OR ABANDONMENT OF SYSTEM: Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT's premises to deinstall or shut off the hardware and/or service. CLIENT must schedule removal of equipment with COMPANY 30 business days in advance of removal. .

8. DAMAGE OR DESTRUCTION: This agreement may be canceled, without previous notice, at the option of COMPANY, if COMPANY's point of presence, data center, connection link or equipment within CLIENT's premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be canceled at the option of CLIENT, in the event that CLIENT's premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

9. TERMINATION OF CONNECTIONS: This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT's premises and COMPANY's point of presence or data center, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

10. ACTS OF NATURE: COMPANY assumes no liability for delays in installation of equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of nature or any cause beyond the control of COMPANY, including interruption of radio signal transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that radio signals may be transmitted by telephone, cable, radio, or microwave and that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of radio signals by any of these means.

11. LIMITED WARRANTY:

- A. COMPANY hereby warrants that in the event that any part of the equipment installed shall become inoperative or defective due to normal wear and tear, COMPANY will either repair or replace the equipment, at no cost. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT; COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.
- B. This warranty does not cover any damage to materials or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, and acts of nature, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.
- C. If CLIENT shall discover a defect or damage to materials or equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.
- D. Except as set forth in paragraph 1, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the system or service supplied may not be compromised, circumvented, or that the system or service will in all cases provide the signaling, and response for which it was intended; that CLIENT is not relying on COMPANY's skill or judgment in selected or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. All implied warranties including implied warranties or merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

12. THIRD PARTY INDEMNIFICATION: When CLIENT in the ordinary course of business has the property of others in its custody, CLIENT agrees to and shall indemnify, defend, and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this agreement. This provision shall apply to all claims regardless of cause, including COMPANY's performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution or indemnification, or strict or product liability on the party of COMPANY, its employees, agents or assigns.

13. COMMENCEMENT OF ACTION: All actions, claims or proceedings, legal or equitable, against COMPANY must commence in court within one (1) year after either the cause of action has accrued or the act, omission, or the event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action, or proceeding is barred, time being of the essence of this paragraph.

14. BIND AND INJURE: CLIENT acknowledges that the provisions of this agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged, by COMPANY to provide internet access, maintenance, installation or service of the system provided herein, and bind CLIENT to the subcontractors with the same force and affect as they bind to COMPANY.

15. WAIVER OF SUBROGATION: In case of damage or destruction of CLIENT's premises or property by any cause within the scope of CLIENT's insurance, whether such damage was caused by negligence of COMPANY or any party for whom COMPANY may be responsible under the agreement, CLIENT will not look to COMPANY, or COMPANY's agents, employees, or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT's insurance policies shall permit an executory waiver of subrogation without additional premium therefore.

16. SEVERABILITY: In the event that any provision of this agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY's liability or remedies therefore, all other provisions shall survive in full force and effect.

17. PORT 25 RESTRICTIONS:

User understands that port 25 is restricted for all outgoing mail servers. User must send mail through our mail server when connected to the network.

TERMS AND CONDITIONS CONTINUED

18. PROHIBITED USES:

User may not:

- restrict or inhibit any other user from using and enjoying the Internet;
- post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
- post on webspace provided any sexually explicit materials or materials that may be offensive;
- post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;
- post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
- upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder;
- upload, post, publish, transmit, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto;
- send unsolicited advertising or promotional materials to other network users (See section titled "MESSAGING");
- allow users to run Maillist, Listserv or any form of auto-responds from User's account;
- violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind or illegal activity;
- violate any of the rules, regulations and policies of those networks and computer systems accessed via User's account; or
- resell or redistribute service to other companies or individuals outside of address of installation.

COMPANY has no obligation to monitor the Service. However, User agrees that COMPANY has the right to monitor the Service electronically from time to time and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. COMPANY will not intentionally monitor or disclose any private E-mail message unless required by law. COMPANY reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole and absolute discretion, are unacceptable, undesirable, or in violation of this Agreement. COMPANY reserves the right to suspend access to the Service for User's account. The account's suspension may be rescinded within the sole and absolute discretion of COMPANY following payment of a reconnection charge, to be determined by COMPANY in its sole and absolute discretion.

Messaging

User agrees to limit their use of the COMPANY service, specifically regarding the use of COMPANY's electronic (email) services, to the following restrictions:

- Unauthorized Use of Relay Servers
- User agrees that any unauthorized use of any email server located throughout the Internet for the purposes of relaying or distributing messages is prohibited.

Fraudulent Addressing

User agrees that the purposeful distribution of any email message where the return address, originator's address, or any other identifiable aspect of the message has been purposefully altered, is prohibited. User may not purposefully misrepresent the origination information of any email messages sent while using the COMPANY service.

Transmission of unsolicited email or promotional material.

Users of COMPANY's services are restricted from using any of our Services or Resources for the purpose of transmitting unsolicited or promotional material including but not limited to, any material which can be commonly referred to as SPAM. The violation of this restriction will result in a ten dollar penalty for each email address for which the unsolicited or promotional material was sent. All costs associated with the collection of this fee will be the responsibility of the violator. In addition, COMPANY reserves the right to prosecute the user for breach of this contract and the violating user acknowledges they have purposefully and intentionally damaged COMPANY's brand and image in the marketplace. The violator agrees to pay any and all legal costs incurred by COMPANY associated with each violation.

Fraudulent Content

User agrees to be held responsible for the distribution of fraudulent materials.

VIOLATION OF ANY OF THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF SERVICES. FURTHERMORE, VIOLATION OF ANY OF THESE TERMS, RELATING TO THE TERMS DESCRIBED WITHIN THIS "MESSAGING" SECTION OF THIS DOCUMENT, WILL RESULT IN THE IMMEDIATE PENALTY OF \$200. COMPANY RESERVES THE RIGHT TO CHARGE USER'S CREDIT CARD, IF ON FILE FOR USE IN PAYMENT OF COMPANY SERVICES, A ONE-TIME FEE OF \$200 PER VIOLATION OF THESE TERMS. IN THE EVENT USER PRE-PAYS FOR THEIR COMPANY SERVICE VIA CASH, CHECK, OR MEANS OTHER THAN CREDIT CARD, COMPANY RESERVES THE RIGHT TO INVOICE AND HOLD USER RESPONSIBLE FOR THE ONE-TIME FEE OF \$200 PER VIOLATION OF THESE TERMS. USER ALSO AGREES TO THE IMMEDIATE TERMINATION OF COMPANY SERVICES FOR VIOLATION OF ANY OF THESE TERMS.

19. ENTIRE AGREEMENT: This agreement represents the entire agreement of the parties. If there is any conflict between this agreement and CLIENT's purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement. This agreement is not assignable by CLIENT except upon written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this agreement shall not be binding upon any party and that the agreement may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto and in the form of an addendum to the agreement.