



WIRELESS INTERNET SERVICE Subscriber Agreement

Subscriber agrees to maintain wireless Internet service with Kansas Broadband Internet, Inc. for _____ consecutive month(s), referred to as the "Initial Term", beginning with the Effective date shown below. At the end of the Initial Term, the provisions outlined in this contract will automatically be extended on a month to month basis.

Subscriber acknowledges contract with the following terms and the acceptable use policy located at www.ksbroadband.net

1. INSTALLATION AND USE

1.1. Subscriber acknowledges that all of the equipment (specifically the radio/antenna mounted outside and the power injector installed inside) are the sole and exclusive property of Kansas Broadband Internet, Inc. Subscriber further understands and acknowledges that the equipment may be refurbished or otherwise used equipment. At no time shall the Subscriber acquire ownership to the equipment. The Subscriber agrees that the equipment shall not be considered a fixture to the Subscriber's premises.

1.2. Subscriber agrees they will not alter, modify or tamper with the equipment, mount or cabling installed by Kansas Broadband Internet, Inc. or permit, encourage or solicit other individuals to do the same.

1.3. At the time the Subscriber chooses to terminate service for any reason, they must call and speak with the Kansas Broadband Internet, Inc. billing representative to establish the last day of service in which Internet is desired. Subscriber has twenty-one (21) calendar days from the established termination date to schedule a Kansas Broadband Internet, Inc. technician to remove the outdoor radio/antenna and inside power injector. If the Subscriber has not scheduled a pick up time within twenty-one (21) calendar days or has not received approval from Kansas Broadband Internet, Inc. to leave the equipment in place, Subscriber will be responsible for paying an abandonment fee of \$200. Subscribers who have been shut off for non-payment for sixty (60) days will be considered to have cancelled service on the day of the initial shut off and will be responsible for paying an equipment abandonment fee of \$200.

1.4. Subscriber agrees to indemnify and hold harmless Kansas Broadband Internet, Inc., its officers, shareholders, agents and employees from any and all claims, costs, expenses, judgments, causes of actions, attorneys fees, litigation and court costs resulting from installation or use of this installed service in any manner, whether directly, indirectly or by any act of commission or omission. This includes damage to Subscriber's premise, personal computers, routers and all other Internet based electronics.

1.5. Subscriber agrees to assume all financial obligations assessed by landlords, homeowners association or property managers for property damage caused by the installed equipment or use of the service.

1.6. Subscriber agrees that there are no legal, contractual or similar restrictions on the installation of the Kansas Broadband Internet, Inc. equipment in the location you have authorized. It is the subscribers responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, landlord permissions, covenants, conditions, and restrictions related to services provided under this Agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for services provided under this agreement prior to the installation date. You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that Kansas Broadband Internet, Inc. or our designated service installer will be required to access your premises or system and to install and maintain the Equipment, including the antenna and its components, necessary for you to receive the Service inside and outside your location.



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1.7. Subscriber agrees that maintenance and configuration of routers and all other personal electronic equipment is the Subscriber's responsibility. Subscriber further agrees that failure to properly install and maintain these devices can have a negative impact on service provided. Subscriber agrees that Kansas Broadband Internet, Inc. is not responsible for service interruptions due to these devices.

1.8. Subscriber agrees they will be charged for any equipment damage resulting from acts of negligence, physical damage or other causes as shown in Schedule A attached hereto.

2. TERMS AND CONDITIONS

2.1. Subscriber acknowledges and agrees that during the first thirty (30) days of the Initial Term of service they are able to evaluate and terminate this Agreement if they are not satisfied for any and all reasons.

2.2. Subscriber agrees that after the first thirty (30) days of the Initial Term they will maintain wireless Internet service for the remaining months outlined in this agreement. After the expiration of the Initial Term, Subscriber acknowledges and agrees that Internet service and this Agreement will renew on a month to month basis until Kansas Broadband Internet, Inc. receives verbal notice of termination by the authorized Subscriber.

2.3. Subscriber agrees that any fees charged for installation or monthly Internet service within the first 30 days of the Initial Term is non-refundable.

2.4. After the expiration of the Initial Term, Kansas Broadband Internet, Inc. at its sole discretion, may increase the fees charged for monthly Internet service.

2.5. Upon completion of the Initial Term or completion of any successive renewals or amendments, all discounts or

promotional pricing will expire. Further pricing discounts are available by signing a new 24 month agreement.

3. TERMINATION OR SUSPENSION OF SERVICE

3.1. Subscriber is considered a recipient of Kansas Broadband Internet, Inc. service until notice of termination is received. This notice of termination must be initiated from the authorized Subscriber on the contract by calling and speaking directly to a billing representative during normal business hours.

3.2. In the event Subscriber terminates or abandons Internet service prior to the expiration of the Initial Term, Subscriber will be responsible for paying a "Termination Fee" consisting of the rate in effect at the time the Subscriber cancels multiplied by the number of months left in the Subscriber's term. This fee will be added to any balance owed at the time of cancellation.

4. PAYMENT POLICY AND SUSPENSION OF SERVICE

4.1. Subscriber acknowledges and agrees that payment in full for Internet service is due on the first day of each month, even if the 1st falls on a weekend.

4.2. Kansas Broadband Internet, Inc. may suspend, disconnect or terminate service at any time without prior notice if it believes that the Subscriber has failed to pay invoices when due, violated any portion of the acceptable use policy found at www.ksbroadband.net or violated any other provision of this service agreement. If service is suspended for any of the reasons listed, a Disconnect Fee and Late Fee will be added to the Subscriber's account.

4.3. The Subscriber's account balance must be paid in full to restore service for any reason.

4.4. Subscriber acknowledges and agrees that Kansas Broadband Internet, Inc. may report any late payment



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non-payment balances to the appropriate credit reporting agencies. Subscriber agrees to pay Kansas Broadband Internet, Inc. all costs of collections, including postage, court costs, and accrued interest and attorneys fees if Kansas Broadband Internet, Inc. has to resort to legal collection means.

4.5. Subscriber agrees to pay Kansas Broadband Internet, Inc. a finance fee of 1.5% per month of any outstanding balance after 30 days past due.

5. ACCEPTABLE USE POLICY

5.1. As a condition of use of the Service, Subscriber warrants to Kansas Broadband Internet, Inc. that Subscriber will use the Service in accordance with the Acceptable Use Policy found at www.ksbroadband.net.

5.2. Kansas Broadband Internet, Inc. agrees to provide wireless Internet to the Subscriber subject to the following terms and conditions: This service is for single family residence, home-office, or business use only. Internet sharing is allowed only within the parcel map boundaries of the service location. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means will result in immediate disconnection of service.

5.3. Reselling Kansas Broadband Internet, Inc. service is strictly prohibited. Any Subscriber caught violating this policy will immediately be suspended from using the service.

5.4. Kansas Broadband Internet, Inc. will cooperate fully with legal authorities in the investigation of suspected crimes or service abuses. Subscriber agrees to indemnify and hold harmless Kansas Broadband Internet, Inc., its agents and representatives, from any and all claims, costs, losses, damages, liabilities and expenses, including reasonable attorneys' fees for any reason whatsoever, including without limitation, any harm, injury, loss or

damage incurred by Kansas Broadband Internet, Inc., or any other party, arising out of Subscriber's breach of either this lawful use provision or Kansas Broadband's Internet Acceptable Use Policy.

6. DISCLAIMER OF WARRANTY

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER KANSAS BROADBAND INTERNET, INC. NOR ANY OF OUR EMPLOYEES, SUPPLIERS, SERVICE PROVIDERS OR THIRD-PARTY CONTENT PROVIDERS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO KANSAS BROADBAND INTERNET, INC. AND ITS PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED.

This contract represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written and oral negotiations, presentations, 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.

Subscriber Signature

Printed Name

Effective Date

Company Name (if applicable)

Social Security Number / EIN



WIRELESS INTERNET SERVICE SCHEDULE A

REASONS SUBSCRIBER WOULD BE CHARGED FOR EQUIPMENT DAMAGE

- Damage resulting from use of the equipment and/or cabling in a manner not intended or customary for providing wireless Internet service.
- Any physical damage to installed equipment and/or cabling caused by roofers, animals, mowers, trimmers or all other means except for storm related damage.
- Damage from improper and/or unauthorized operation, adjustment or modification of any kind.
- Equipment serviced or modified by any individual not employed by Kansas Broadband Internet.
- Equipment purchased and owned by the subscriber including Point-to-Point systems and non-standard mounts.
- Cable damage that requires a replacement cable to be pulled through conduit that was installed by subscriber or any individual not employed by Kansas Broadband Internet.