



WIRELESS INTERNET SERVICE Customer Contract

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 a non-return 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 non-return 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 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.

1.7. 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 CONDITONS

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



WIRELESS INTERNET SERVICE Customer Contract

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

2.3. By signing this contract, Subscriber agrees to pay a non-refundable installation fee and non-refundable first month service fee, due at the time of installation.

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 contract.

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 contract, Subscriber will be responsible for paying a "Contract Termination Fee" consisting of the rate in effect at the time the Subscriber cancels multiplied by the number of months left in the Subscribers term. This fee will be added to the 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 \$25 Disconnect 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 or non-payment balances to the appropriate credit reporting agencies. Subscriber agrees to pay the costs associated with collection or other action taken including, but not limited to, the costs of a collection agency, attorney's fees and court costs, insofar as permitted by applicable law.

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



WIRELESS INTERNET SERVICE SCHEDULE A

REASONS SUBSCRIBER WOULD BE CHARGED FOR EQUIPMENT DAMAGE

- Defects or damage resulting from the use of the Product in other than its normal and customary manner.
- Defects or damage to the equipment and/or cabling due to mowers, trimmers, animals, and all other unmentioned means other than storm related damage.
- Defects or damage from misuse or neglect.
- Defects or damage from improper and/or unauthorized testing, operation, maintenance, installation, adjustment, or any alteration or modification of any kind.
- Equipment disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.
- Defects or damage due to immersion in food or liquid.
- Equipment that was serviced by an unauthorized service provider.
- Equipment that is owned by the customer including Point-to-Point systems and all non-standard mounts and equipment. These items are purchased by the customer at the time of installation are the customer's personal property once purchased.
- Cable runs that are drawn through conduit.