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INTERNET ACCESS SERVICE TERMS AND AGREEMENT

THIS AGREEMENT ("Agreement") is made this ___ day of ___, 20___, by and between SKYWEB, Inc. and/or DBA: SKYWEB (hereinafter "SKYWEB") and (hereinafter "CUSTOMER") who resides and/or does business in following said "Customer Address":

RECITALS.

WITNESSETH:

WHEREAS, CUSTOMER desires to obtain certain internet services from SKYWEB, as set forth herein; and

WHEREAS, SKYWEB desires to provide certain internet services to CUSTOMER, as set for herein.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

A. Customer Address of Service Location/Premise: _____

DO YOU RENT OR LEASE THESE PREMISES? [] YES [] NO. _____ Zip _____
(If "yes" a separate landlord notarized authorization is required.)

Contact Person: _____ Telephone: () _____-_____
Address: _____ Mobile #: () _____-_____
City: _____ Work #: () _____-_____
State: _____ Zip: _____ E-Mail address: _____

Customer elects automatic valid credit card payment: [] Yes [] No Customer initials: _____

NOTE: (All customer information must be kept current by contacting SKYWEB)

B. Customer Equipment: Serial #: _____

Account Information: _____ Signal: _____ Received Surge Protector: [] Yes [] No

C. Internet Up To Speed and Service* (One month free service for annual prepay.)

- [] 512K Download / 384 Upload (\$50.00 per month) (\$600.00 per year) Residential Bronze Service
[] 768K Download / 384 Upload (\$60.00 per month) (\$720.00 per year) Residential Silver Service
[] 1.5M Download / 768 Upload (\$80.00 per month) (\$960.00 per year) Residential Gold Service
[] 512K Download / 384 Upload (\$60.00 per month) (\$720.00 per year) Business Bronze Service
[] 768K Download / 384 Upload (\$80.00 per month) (\$960.00 per year) Business Silver Service
[] 1.5M Download / 768 Upload (\$100.00 per month) (\$1,200.00 per year) Business Gold Service

*The wireless service will provide you basic internet access based on the SKYWEB Fair Access Policy ("FAP"), which by reference is a part of this Agreement. This includes: Browse the web (http) Audio streaming Program updates Other standard access

Due to the nature of how wireless internet access works, we have to PROHIBIT services that use a lot of bandwidth. This is an example list of services we must ban or limit speed access to you. You therefore will have NO access to or have possible reduced speed access to:
- Illegal Filesharing and downloads and Broadband video on demand. It's never okay to download or share unauthorized music or copyrighted properties from (web or FTP) or peer-to-peer systems. We do permit access to legal download services. For a complete review of legalities go to: www.riaa.com. SKYWEB specifically disclaims any responsibility or liability for your use of any service or feature that may or may not be copyright protected or considered illegal. Any online internet gaming console and other legal services that use a lot of bandwidth may slow your service.

Note: We do not support the use of VOIP (voice over internet protocol). Use at your own risk!
(This list is not complete and new services that create problems for the system and other users may be added.)
For your information the purpose of limiting these services is to keep a high quality service for all of our access users.

D. Basic Installation Charge: (\$100.00) \$ _____. Term Agreement Selected: [] One Year [] Two Years

(Basic install is on 8-10' first floor level with 50' of cable or less.) All installation charges are non-refundable.

E. Monthly Equipment charge: none.
Up-Front, non-refundable Technology Service charge: (\$155.00) \$ _____.

F. Up-Front, non-refundable Service Activation Fee: (\$40.00) \$ _____.
Total to SKYWEB Up-Front: \$ _____.

G. Total Monthly Recurring Charges (excluding any applicable taxes): \$ _____.00 (Payable monthly in advance.)

Customer is responsible for, and agrees to pay for, all attorney and/or collection fees arising from efforts to collect an unpaid balance on a delinquent account.

I have read and agree to the Agreement and Terms.

By _____ Print Name _____
For SKYWEB
Date: _____ Customer Signature _____ Date: _____

TERM: This Agreement becomes effective on the date it is accepted by SKYWEB following the date of the CUSTOMER signature. After installation and payment arrangements have been completed, as of the date the CUSTOMER account is activated, Customer will receive 30 days of free internet access service. The initial term of this Agreement shall be two years (24 consecutive months) and shall begin on the first day of the month following the 30 days of free service. Any days between will be invoiced pro-rata. (Thus your first invoice could include a partial month of service plus your first regular invoice amount.) Upon expiration of the initial term, this Agreement shall automatically renew at the then current rates for successive one-month terms until such time as either party shall deliver thirty (30) days notice of termination prior to the expiration date of the then current term.

NOTICE: A Term Plan or monthly service is based on a calendar month and invoiced accordingly. Therefore, the basic monthly charge for service is the same each month, regardless of the number of days in the month. You will receive 30 days of free service prior to the start of a required Term Service Plan, or if available, prior to the start of a successive Term Service Plan you might select. This free service is in lieu of service outages that may occur during the Term Plan, (see "SERVICE OUTAGE" below), and Customer agrees that in lieu of this 30 days of free service, any credits or refunds for service outages during the course of service thereafter, are waived. We reserve the right to decline to provide Service, or terminate service, to you for any lawful reason. Service may not be available or may operate differently in some locations. You must be at least 18 years old to subscribe to our Service. We may require you to provide proof of your age and identity.

Changes to Agreement:

SKYWEB reserves the right to modify this Agreement document at any time.

We will provide you with notice of substantive changes that affect the rates, terms and conditions in this Agreement, which may consist of notification by bill message, or postal service, that a change has occurred and that a revised copy of the Terms ("Agreement") may be viewed at our Web site to be found at www.skywebinc.net (or the applicable successor URL) and/or received by e-mail upon request. By using the Service after the effective date of the changes, you accept the changes.

TERMS AND CONDITIONS

1. SERVICES. This Agreement states the terms and conditions under which SKYWEB shall provide CUSTOMER with the services ("Service(s)") and associated equipment ("Equipment") indicated herein. This is a Service Agreement and does not and should not be construed to provide the CUSTOMER with any ownership right or rights in any of the Service, Equipment or peripherals associated with the provision of the Service. By using the Service, CUSTOMER agrees to be bound by the terms of this Agreement. Additionally, by making a payment from a SKYWEB invoice CUSTOMER is agreeing to be bound by the SKYWEB Terms and Agreement ("INTERNET ACCESS SERVICE TERMS AND AGREEMENT"), the Fair Access Policy ("FAP") and the Acceptable Use Policy ("AUP") and any related articles. SKYWEB reserves the right to modify this Agreement document, or any other document, at any time.

SERVICE OUTAGE. SKYWEB is not responsible for any internet access service outage that is not directly related to SKYWEB equipment or provision. Any SKYWEB service related problem that SKYWEB is made aware of will be addressed during regular business hours. Best efforts will be made to correct after regular business hours problems. Any outage that is a result of a SKYWEB provision or faulty antenna, will be corrected as quickly as possible, but is not subject to a reduction or credit in monthly charges to customer. To cover such unexpected service outages, no charge is made to customer for the first 30 days of service prior to start of any lease term. A service charge may be necessary to cover equipment related issues after the first 30 days of usage.

SERVICE CALL. If a service call is made in response to a customer complaint of failed or faulty SKYWEB service and the technician determines that SKWEB service and equipment is operational, there will be a service call charge to the customer of a minimum of \$45.00, which is subject to change. This service call charge is due and payable at time of service. If it is determined that there is a problem on the customer side of service, if requested by customer, said technician may elect to repair a customer equipment issue which may be chargeable and payable to the technician (for which SKYWEB, Inc. disclaims any liability) or suggest that a third party repair service be involved.

SKYWEB shall not be responsible or liable for any of the following: Any obstruction(s) that might grow or be erected between the antenna at Customer's location and the POP (Point Of Presence) which causes degradation or loss of service. Debris or ice on the antenna located at Customer's location. Aiming or re-aiming the antenna located at Customer's location more than 10 days after its installation.

Customer understands that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between the POP and the antenna located at Customer's location may block the signal and cause the failure of the Connection. In the event that foliage disrupts service, upon request by Customer, SKYWEB will attempt to reconfigure the equipment to restore service. Customer may incur charges for any extra hardware and service labor at that time. Customer acknowledges that any installation/reconfigure fee is non-refundable whether or not the Connection becomes operational. If service cannot be restored within 15 days of Customer's notice to SKYWEB of a service interruption, either party may terminate this Agreement. Upon any termination of this Agreement pursuant to the preceding sentence, Customer shall receive a refund of a pro rata portion of the service fee for any period in excess of forty-eight (48) hours that Customer has paid for service, but the Connection was not operational.

2. PAYMENT TERMS. CUSTOMER agrees to pay one-time and monthly recurring charges for the Services, as set forth in this Agreement. Before Service can be activated, one-time charges are due on or before the time of equipment installation. CUSTOMER shall pay monthly charges in advance. Terms of payment are net 15 days. All charges are due by the 15th of the month. A late payment charge of \$5.00 (subject to change) will be invoiced for any late payment. If payment is not received by the 25th of any calendar month, service may be disconnected and reconnection will be made when account is brought up to date, plus a reconnection charge may apply. By the 1st of the following month accounts that have been suspended for nonpayment are subject to deletion and termination of Service and any early termination charges will apply. An early termination charge of \$200.00 or the balance of the Term Agreement in effect, whichever is greater, plus any accrued past due interest charges, must be paid in order to terminate your Agreement. A monthly finance charge of 2% or 24% annum compounded, will be charged on past due invoices. CUSTOMER agrees to be responsible for reasonable expenses, including attorney fees, incurred in collecting any unpaid balance. All CUSTOMERS are required to have a valid credit card on account for the purpose of automatic credit card billing. An extra billing charge for a paper invoice in the amount of \$3.00 per invoice (subject to change) will be included on customer's billing.

a) **Taxes, Fees and Government Charges.** CUSTOMER hereby is and shall be responsible for paying SKYWEB any sales, use, property, excise or other taxes, and governmental charges (except income taxes to SKYWEB) arising under this Agreement. A copy of the CUSTOMER's tax exemption document must be provided to SKYWEB to certify tax-exempt status.

b) **CUSTOMER Change Requests.** Any charges associated with Service and Equipment installations, additions, modifications, substitutions, upgrades, reconfigurations, rebuilds or relocations requested by CUSTOMER subsequent to the initial installation, are the sole financial responsibility of CUSTOMER and will require payment to contractor(s) upon completion of said work. CUSTOMER's payment at this time will be deemed CUSTOMER's acceptance of those charges.

c) **Non-Payment and Penalties.** Failure to pay all bills within thirty (30) days of issuance shall constitute a breach of this Agreement and be grounds for immediate disconnection and/or imposition of a late fee of not more than five percent (5%) on any outstanding balance at SKYWEB'S discretion. SKYWEB may charge a reasonable service fee for all returned checks. If Service is disconnected because CUSTOMER does not pay the bill, SKYWEB may require that CUSTOMER pay all past due charges, a reconnect fee, and a minimum of one month's advance charges before SKYWEB will reconnect Service. CUSTOMER shall be responsible for all expenses (including reasonable attorney's fees) incurred by SKYWEB in collecting any unpaid amounts in accordance with this Agreement.

d) **Billing Errors.** CUSTOMER must bring any billing errors or requests for credit to SKYWEB'S attention within thirty (30) days of the date CUSTOMER receives the bill for which correction of a billing error or credit is sought.

e) **Site Visits and Repairs.** If the CUSTOMER's use or modification of the Equipment or software supplied by SKYWEB requires a visit to the CUSTOMER's facilities for correction or repair, or if removal of equipment and/or software becomes necessary upon service termination, SKYWEB reserves the right to charge the CUSTOMER for such site visit and/or repair costs.

Termination fee: Any termination of service is subject to a termination fee equal to \$60 for physical removal of SKYWEB antenna and mounts. This fee amount is subject to change, based upon maintenance contracts with SKYWEB. (*See paragraph 18- "CUSTOMER'S RIGHT TO TERMINATE"*)

Reconnection Fee: When Service is restored after having been terminated for non-payment of charges, a \$35 reconnection fee will be due and payable in ready available funds prior to reinstatement of SKYWEB service. This fee amount is subject to change.

3. INSTALLATION AND ACCESS. CUSTOMER, or lessee if applicable, hereby grants to SKYWEB (*subject to any necessary governmental or third-party approvals*) reasonable access to the premise(s) to review, install, inspect, maintain and repair or remove all necessary Equipment (*as well as permission to enter the premise(s) for the exercise of such right*) to receive the Service. Such access shall include landlord or property owner's written notarized permission, when applicable. SKYWEB reserves the right to perform an engineering review of the premise(s) prior to installation. The CUSTOMER shall be responsible, at its own expense, for all site preparation activities necessary for installation of the Service, as set forth herein, including the relocation of the CUSTOMER's equipment, as necessary, to access the Service. To ensure proper installation of the Service, CUSTOMER may be required to provide SKYWEB with accurate physical network diagrams and/or maps. SKYWEB may schedule installation visits with the CUSTOMER as necessary. The CUSTOMER's authorized representative must be present during site visits.

4. SERVICES AND EQUIPMENT. CUSTOMER understands and agrees that notwithstanding any other provision contained herein all equipment and material installed or provided by SKYWEB, including but not limited to modem(s) and antenna(s) are and shall remain the property of SKYWEB and must be returned to SKYWEB at any time service is disconnected, or any reasonable time the customer is desirous of making an exchange of such equipment. CUSTOMER will use reasonable care to avoid damaging any Equipment and will not move, relocate, alter, sell, lease, assign, encumber or otherwise tamper with the Equipment. Immediately upon termination of Service, any and all Equipment supplied by SKYWEB **must** be returned to SKYWEB in good condition. Failure to return Equipment within ten (10) days after Service is disconnected will result in a charge being made to CUSTOMER's account. CUSTOMER agrees to pay and shall pay the full retail cost for the repair or replacement of any lost, stolen, or damaged Equipment, together with any costs incurred by SKYWEB in obtaining or attempting to regain possession of such Equipment, including, but not limited to, reasonable attorney's fees. (**NOTE: As of August 2009, a wireless antenna cost is \$500.00.**) CUSTOMER further agrees to pay for any repairs or replacement of the Equipment whether or not caused by CUSTOMER's negligent act, except such repairs or replacements as may be necessary by reason of normal and ordinary wear or by reason of defects of material or workmanship therein. SKYWEB may add, change, or substitute type or style of provided equipment at customer's location as necessary at no cost to customer. During regular business hours, weather permitting, access to customer property is hereby given for installation, servicing, or removal of leased equipment and related parts, upon either of; customer request, misuse of service, termination of term lease or termination of service. Any SKYWEB provided equipment is subject to customer protection and insurance and must be returned in good condition upon termination of service. Normal wear and tear accepted. SKYWEB may offer an insurance plan to CUSTOMER that covers a legitimate loss of SKYWEB installed equipment and reinstallation. When offered, CUSTOMER may elect to subscribe to cover out-of-pocket expenses not covered by CUSTOMER'S home or business insurance coverage. This plan is subject to modification, cancellation, or termination to Customer under certain conditions.

5. AMENDMENT, MODIFICATION & WAIVER. This Agreement is subject to update and amendment (*with or without prior notice*) as needed or as required by SKYWEB, INC.. Any amendment or update to this agreement supersedes and nullifies the previous agreement in effect. You agree that if you use the Services or the System after such notification of changes in this Agreement, you will be bound by all such changes.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

A) **LIMITED WARRANTY.** SKYWEB HEREBY REPRESENTS AND WARRANTS TO THE CUSTOMER THAT ALL SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER USES THE SERVICE AND ANY SOFTWARE AND EQUIPMENT SUPPLIED BY SKYWEB AT ITS SOLE RISK. THE SERVICE AND SKYWEB EQUIPMENT ARE PROVIDED ON AN "AS IS BASIS" WITHOUT WARRANTIES OF ANY KIND. SKYWEB DOES NOT WARRANT UNINTERRUPTED USE OF SERVICE. ANY WARRANTY CLAIM BY THE CUSTOMER MUST BE MADE WITHIN THIRTY (30) DAYS AFTER THE APPLICABLE SERVICE HAS BEEN PERFORMED. SKYWEB'S SOLE OBLIGATION AND THE CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION, SHALL BE A PRORATED REFUND OF THE FEES PAID BY THE CUSTOMER BASED ON THE PERIOD OF TIME WHEN THE SERVICE IS OUT OF COMPLIANCE WITH THIS LIMITED WARRANTY PROVISION.

B) **DISCLAIMER.** THE WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

C) **LIMITATION OF LIABILITY.** SKYWEB SHALL NOT BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY SUBCONTRACTORS OF SKYWEB, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. ANY CLAIM MADE UNDER THIS PARAGRAPH OR THIS AGREEMENT SHALL BE MADE IN WRITING AND FORWARDED TO THE SKYWEB ADDRESS THAT APPEARS HEREON. IN NO EVENT SHALL SKYWEB'S LIABILITY HEREUNDER EXCEED THE TOTAL FEES PAID HEREUNDER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

7. FORCE MAJEURE. The CUSTOMER agrees that SKYWEB shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Service, directly or indirectly caused by circumstances beyond SKYWEB'S control, including but not limited to labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Service.

8. INDEMNIFICATION. The CUSTOMER agrees to indemnify SKYWEB against any and all claims, lawsuits, damages, judgments costs, fees or expenses (*including reasonable attorney's fees and costs incurred by SKYWEB in enforcing its rights under this Agreement*) incurred by SKYWEB which arise out of or are in any way related to the installation, maintenance, repair or removal of any Equipment or Services provided by SKYWEB to CUSTOMER under the terms of this Agreement. This indemnification provision shall survive any termination of the CUSTOMER's account, either by the Customer or by SKYWEB.

9. MISCELLANEOUS.

a) **Entire Agreement.** This Agreement and any related schedules constitute the entire Agreement with respect to the Service. A copy of a duly executed Agreement signed by both authorized parties shall be considered evidence of a valid agreement, and SKYWEB may rely on such copy of the Agreement as if it were the original signed Agreement. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

b) **Authorized Party.** The CUSTOMER represents to SKYWEB that the CUSTOMER has the authority to execute, deliver and carry out the terms of the Agreement.

c) **No Rights or Remedies for Third Parties.** This Agreement is not intended to give and does not give any rights or remedies to any person other than SKYWEB and the CUSTOMER.

d) **Governing Law.** This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of West Virginia, without regard to conflicts of law provisions. The CUSTOMER agrees that the federal and state courts of Michigan alone have jurisdiction over all disputes arising under this Agreement and the CUSTOMER consents to personal jurisdiction of those courts with respect to any disputes arising under this Agreement.

e) **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

f) **No Assignment or Transfer.** The CUSTOMER may not assign this Agreement or its rights or obligations under this Agreement without SKYWEB's prior written consent. The Service shall be provided to CUSTOMER at the specified premise address(es). The CUSTOMER may not transfer the CUSTOMER's subscription or the CUSTOMER's rights and obligations under the Agreement to any other person or to any other address without SKYWEB's prior written consent.

g) **Waiver.** Except as otherwise provided herein, the failure of SKYWEB to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

10. EQUIPMENT. CUSTOMER agrees (i) not to disturb, alter, move or remove any portion of SKYWEB's Equipment or material, (ii) to adequately safeguard such Equipment against others, (iii) not to hire or permit any one other than personnel authorized by SKYWEB acting in their official capacity to perform any work on such Equipment. CUSTOMER is prohibited from moving Equipment to another location or using it at or for an address or location other than the premise(s)/address listed above as being the Customer Service Location/Premises without prior written authorization from SKYWEB. An unauthorized connection or other tampering with the Equipment shall be cause for disconnection of Service or legal action, and SKYWEB shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees.

a) **Customer Router(s) and Password Protection.** When a SKYWEB CUSTOMER has a router(s) in place on their network, SKYWEB has the right to provide its own password to the router(s) administrative rights, for as long as the customer is a SKYWEB subscriber. Once the subscriber is no longer a customer of SKYWEB services, we will remove our equipment (*thirty days notice*) and return the customer password back to factory default. Due to problems with customer's router(s) being improperly programmed or changed, upon installation of SKYWEB service or service call, the administrative rights of the router(s) will be password protected by SKYWEB.

11. RESTRICTIONS. CUSTOMER shall not authorize or permit any other person to use the Service (*or any part thereof*) outside the premise(s). CUSTOMER acknowledges that such use may, in some circumstances, subject CUSTOMER to criminal or civil charges and penalties under applicable laws. CUSTOMER agrees to indemnify and hold SKYWEB harmless from any loss, liability, or expense, including reasonable attorney's fees, arising from a breach of this provision.

12. EQUIPMENT AND SOFTWARE REQUIREMENTS. As required by SKYWEB, CUSTOMER shall maintain certain minimum Equipment and software to receive the Service. The customer must provide an approved lightning/surge protector or battery-backup ups equipment for SKYWEB's equipment hookup to protect SKYWEB's equipment from power surges resulting from customer's line power. Failure to produce said equipment will result in non-installation of SKYWEB's equipment and a service charge of \$75.00 (*this amount is subject to change*), to be paid to the installer for failure to provide surge protection equipment. The installer at his option may sell you approved surge suppression for SKYWEB's equipment in lieu of surcharge for your failure to provide said protection equipment

13. CUSTOMER'S RESPONSIBILITIES. CUSTOMER agrees that any person who accesses the Service through the CUSTOMER's computer(s) or under the CUSTOMER's account shall be subject to this Agreement. The CUSTOMER assumes all liability and responsibility to ensure that all such other users understand this Agreement and comply with its terms. The CUSTOMER shall be responsible for all access to (*including access via the CUSTOMER's wired or wireless Local Area Network*) and use of the Service by means of the CUSTOMER's Equipment, whether or not the CUSTOMER has knowledge of or authorizes such access or use. The CUSTOMER shall be liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the CUSTOMER's account, until the CUSTOMER informs SKYWEB of any breach of security.

a) **Connecting Customer Equipment.** Upon Installation, SKYWEB shall test to confirm that the Service can be accessed from the CUSTOMER's premise(s). It shall be the CUSTOMER's responsibility to connect their equipment to the modem or router for network access. The Service is intended for use by a single small business or small office-home office (*SOHO*) at the premise(s) specified herein. By connecting to the network and/or accessing the Service, CUSTOMER agrees to be bound by the SKYWEB "INTERNET ACCESS SERVICE TERMS AND AGREEMENT" and the terms of the SKYWEB Acceptable Use Policy ("*AUP*") and Fair Access Policy ("*FAP*") which are available upon request from SKYWEB or which will be able to be found at www.skywebinc.net (*or the applicable successor URL*). CUSTOMER shall not, and will not allow others to, resell or redistribute access to the Service in any manner, including but not limited to hosting applications such as the provision of e-mail, FTP and Telnet access.

b) **No Third-Party Support or Liability.** SKYWEB does not support and is not responsible for CUSTOMER-supplied third-party hardware or software including but not limited to modems or routers, network interface cards or local area networks, browsers and their plug-ins, TCP/IP or other communications or networking software, or e-mail client software. Any questions concerning third-party hardware or software should be directed to the manufacturer of that hardware or software product. SKYWEB assumes no liability or responsibility for the installation, maintenance compatibility or performance of any equipment or software not provided by SKYWEB. If such third-party equipment or software impairs the Service, the CUSTOMER shall remain liable for payments as agreed without recourse for credit or prorated refund for the period of impairment. If the CUSTOMER requests SKYWEB to attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at SKYWEB's discretion or by a SKYWEB service subcontractor and at then-current rates and terms. SKYWEB makes no warranty that it will resolve the difficulties caused by such third-party equipment or software.

c) **Security.** The CUSTOMER shall be responsible for the implementation of reasonable security procedures and standards with respect to its own demarcation point that interfaces with the Service. SKYWEB may communicate security issues to the CUSTOMER from time to time when abuse or misuse is observed or reported by others.

d) **Blocking and Filtering.** While the computer industry may provide blocking and filtering software that empowers CUSTOMER to monitor and restrict access to CUSTOMER's computer and its data, SKYWEB is not the publisher of this software. SKYWEB strongly recommends and requires that the CUSTOMER employ "anti-virus" and "firewall" protection or other security software. The CUSTOMER assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service at its location. SKYWEB shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies SKYWEB does not warrant that other users will be unable to gain access to CUSTOMER's computer.

14. SERVICE PERFORMANCE. SKYWEB shall use its best efforts to achieve the Service speed selected by the CUSTOMER herein but such speed may vary based on factors beyond SKYWEB'S control. SKYWEB shall use commercially reasonable efforts to assure that the Service is available to the CUSTOMER 24 hours per day, seven days per week. It is possible, however, that there will be interruption of the Service. If an outage condition is known sufficiently far in advance, SKYWEB shall attempt to provide the CUSTOMER with electronic mail notification. The CUSTOMER understands and agrees that the Service may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond SKYWEB's control. The temporary unavailability of the Service shall not constitute a breach of contract or a failure by SKYWEB to perform its obligations under the Agreement.

a) **Damage, Loss or Destruction of Software Files and/or Data.** SKYWEB assumes no liability or responsibility whatsoever for a damage to or loss or destruction of any of the CUSTOMER's property, including but not limited to hardware, software, files, data or peripherals which may result from the CUSTOMER's use of the Service, or from the installation, maintenance or removal of the Service, Equipment or software. SKYWEB does not warrant that any data or files sent by or to the CUSTOMER will be transmitted in uncorrupted form..

b) No Liability for Risks of Internet Use. SKYWEB does not warrant that Service will be error-free. The Service, SKYWEB's network and the Internet are not secure, and others may access or monitor the CUSTOMER's traffic, therefore SKYWEB does not warrant that any data or files sent or received by the CUSTOMER over the network will not be subject to unauthorized access by others, that other users will not gain access to the CUSTOMER's data, nor that the data or files will be free from computer viruses or other harmful components. And because the CUSTOMER may run applications that permit others to gain access to the CUSTOMER's data, SKYWEB has no responsibility and assumes no liability for such acts or occurrences.

c) No Liability for Purchases. Through use of the Service, the CUSTOMER may access certain information, products and services of others, for which there is a charge. The CUSTOMER shall be solely liable and responsible for all fees or charges for these online services products or information. SKYWEB shall have no responsibility to resolve disputes with other vendors.

d) Disclaimer of Warranty: SKYWEB makes no warranty, either express or implied, regarding any information, product or service provided to or received by the Customer under this Agreement or as to the availability, accuracy or content of information, products or material sent or received by means of the services provided by SKYWEB or as to service interruptions or network downtime. SKYWEB HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

e) Limitation of Liability: The Customer agrees that any SKYWEB liability shall in no event exceed the fees paid by the Customer for the services provided under this Agreement.

f) No Liability for Changes of Address. Due to growth, acquisitions and changes in technology, SKYWEB reserves the right to change addressing schemes, including IP addresses. SKYWEB may provide the Service in partnership with other companies ("Partners"). The CUSTOMER agrees to abide by the terms and conditions of the Partners' Services.

15. PRIVACY AND MONITORING THE SERVICES. SKYWEB treats private communications on or through its network as strictly confidential and does not access, use or disclose the contents of private communications, except as required or permitted by law. SKYWEB has no obligation to monitor traffic on the SKYWEB network. However, the CUSTOMER understands and agrees that SKYWEB has the right to monitor traffic on the SKYWEB network from time to time in accordance with its Privacy Policy and with applicable law.

16. FAIR ACCESS POLICY AND ACCEPTABLE USE POLICY. SKYWEB'S Fair Access Policy and its Acceptable Use Policy, which is available upon request from SKYWEB, or will be able to be found at www.skywebinc.net (or the applicable successor URL). The CUSTOMER expressly warrants that the CUSTOMER agrees to be bound by SKYWEB's Fair Access Policy and its Acceptable Use Policy. The CUSTOMER expressly understands and agrees that the Fair Access Policy and/or the Acceptable Use Policy may be updated or modified from time to time by SKYWEB, with or without notice to the CUSTOMER. Any such update or modification to the Fair Access Policy and/or the Acceptable Use Policy shall be posted to the above-listed website. Payment for Service subsequent to a change of policy will be deemed CUSTOMER's acknowledgement and acceptance of said change. The CUSTOMER should consult the Fair Access Policy and the Acceptable Use Policy on a regular basis to ensure compliance. SKYWEB may terminate the CUSTOMER from the Service immediately for violation of its policies. Customer agrees to comply with the SKYWEB published Acceptable Use Policy.

17. SKYWEB'S RIGHT TO TERMINATE. If the CUSTOMER fails to comply with this Agreement, SKYWEB may declare CUSTOMER to be in default of this Agreement, and at its option and in addition to any other remedies provided herein, may immediately terminate the Agreement or provide written notice of action of termination. SKYWEB may terminate the Service immediately without notice in order to prevent a breach of network security or other violation of SKYWEB's Acceptable Use Policy. No express or implied waiver by SKYWEB or any event of default shall in any way be, or be construed to be, a waiver of any further subsequent event of default. In the event of such termination, Customer shall be liable for any costs incurred by SKYWEB regarding the investigation of the violation.

18. CUSTOMER'S RIGHT TO TERMINATE. If you move outside of our service area during the term of this agreement you have the option to cancel your contract with no early termination of Agreement Term fees, after all SKYWEB equipment is returned in satisfactory condition. Proof of actual change of residence to outside the service area of SKYWEB is required. You have the right to cancel this Agreement within the first month of free Internet Access Service. Any installation charges, or charges made for Customer's equipment, are not refundable. Antenna removal charge applies (See paragraph 2 "Termination fee") and SKYWEB may charge you for any repairs that are necessitated by any damage to, or misuse of, SKYWEB equipment. (Also see Terms and Conditions: paragraph 1-Service Outage.)

19. SKYWEB reserves the right to change the Terms and Conditions and to modify this Agreement at any time without notification to, or consent of customer.

20. AMBIGUITIES. Any ambiguities in this Agreement shall be interpreted in favor of SKYWEB and against CUSTOMER.

21. TITLES. The titles, which precede the various paragraphs and subparagraphs of this Agreement, are for convenience only, and shall not be used in the interpretation of this Agreement.

22. INCORPORATION BY REFERENCE OF INFORMATION AND RECITALS. The BACKGROUND and RECITAL parts of this Agreement are hereby incorporated by reference as if fully set forth at length.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

By Customer signing this Agreement and by using the Service(s) provided by SKYWEB, the Customer acknowledges that he or she has read and understands these Terms and Conditions and agrees to be bound hereby and further acknowledges that they are satisfied with the capability and demonstration of access service and understands that any Plan selected based on upload and download speeds, that speeds are not exact and Customer will only receive "up to" speeds mentioned:

This Agreement can be viewed in its entirety on the SKYWEB web site: www.skywebinc.net

Thank you for choosing SKYWEB Wireless Internet Access Service.

Last updated and modified:

9-24-07

Page 2, Service Call

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11-26-07

Page 1C, Pricing structure & up-front charges

=====
1-4-08

Page 2,

Services: changed wordage

Page 2,

Changes to Agreement.: means of message delivery

Page 4,

Customer's Responsibilities: 13(d) Blocking and Filtering

=====
1-15-08

Page 1,

E-MAIL address

* The wireless system....

=====
1-21-08

Page 1,

The wireless system.....(revised and updated)

Page 4,

9(d) Governing Law....West Virginia

=====
3-1-08

Page 1,

Increased Gold upload speed to 1.5 M.

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3-3-08

Page 1,

Added renter, lessee question and note of requirement.

Page 3,

Modified: 3. INSTALLATION AND ACCESS.

=====
7-17-08

Page 1, D, E, F - clarified

Page 2, SERVICE CALL - modified.

Page 2, PAYMENT TERMS - modified

Page 2b, CUSTOMER Change Requests - modified

Page 3, Reconnection Fee - modified

Page 4, 10. EQUIPMENT - modified and clarified

=====
8-19-08

Page 1, C - Adjusted pricing for residential and business packages.

=====
10-1-08

Page 2, Changed length of Term Agreement to one year

=====
6-20-09

Page 3, SERVICES AND EQUIPMENT. -modified.

SKYWEB may add, change....

Also, Insurance plan offer referenced

=====
7-17-09

Page 4. EQUIPMENT.

added.: **a) Customer Router(s) and Password Protection** language

=====
8-17-09

Page 1. Added requirement of Customer responsibility for delinquent account.

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10-2-09

Page 3. Services and Equipment.

Changed date of equipment cost to (NOTE: As of August, 2009, a wireless antenna cost is \$500.00.)

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5-4-10

Page One. Various page modifications and layout adjustments.