

This WIRELESS INTERNET AGREEMENT (this "Agreement") is entered into this ___ day of _____, 2007, between

North Boone Broadband, Inc. ("NBB"), and _____ ("Client").

- If within 30 days you are not satisfied with the service, you have the option to cancel your contract with no early termination fees. Activation and installation fees are non-refundable
- 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 fees.

Equipment Agreement

1. NBB agrees to *lease* to Client equipment necessary to establish a wireless Internet connection, specifically, a Subscriber Module, surge suppressor, power injector, and Ethernet cables as needed (all such equipment referred to herein as the "Leased Equipment"). With the exception of manufacturing defects, which shall be remedied by NBB without charge to Client at any time during the term of this Agreement, Client shall bear all risk of loss in respect to the leased equipment, including, but not limited to damages caused by weather or other conditions existing at Client's site, and Client shall return the Leased Equipment to NBB in good working order within ten (10) days of the date of any termination of this Agreement.
2. If Client does not return all of the Leased Equipment to NBB in good working order within ten (10) days of the date of the termination of this Agreement by either party, Client authorizes NBB to submit a charge in the amount of \$250.00 on Client's credit card account in the amount of the replacement value of the Leased Equipment not returned.

All Clients are required to have a valid credit card on account for the purpose of automatic credit card billing.

3. The term of this Agreement shall commence on the date of delivery of the Leased Equipment to Client and shall end **24** months after such date. Unless notice is given by either party to the other not less than thirty (30) days prior to the end of the initial term, this Agreement shall automatically be renewed for additional term(s) of equal length to the initial term. NBB may change the monthly charges payable under this Agreement for any renewal term by notifying Client at least thirty (30) days prior to the beginning of any renewal term of such a rate change.
4. Client represents and warrants to NBB that the Leased Equipment shall at all times, prior to its return to NBB be located at the address of Client written below.

Installation Agreement

1. NBB shall provide Client with the labor necessary for the normal installation of wireless Internet equipment at the location set forth below.
In consideration for the installation, Client shall pay NBB a one-time installation fee which shall be due upon Client execution hereof.
2. Client understands that the services included in this contract are limited to the installation of a Subscriber Module (SM), a Surge Suppressor (SS), one cable to connect the SM to the SS, and one cable, which shall run from the SS into the customer location via 1 hole through an exterior wall of Client's structure. Cables shall be secured to the exterior of the structure. NBB shall not be responsible for additional installation tasks not specifically listed in this Section 2, which may be deemed desirable or necessary by Client or the installer. Client shall be responsible for the additional charges for any such additional work subsequently requested by Client.
3. NBB shall not be held liable for the workmanship of tasks performed by the Professional Installer or its subcontractors for repair or restoration of any structure or surface altered or penetrated by NBB during installation or removal of the antenna, mast, tripod, wiring, or any other NBB equipment located at Client's location.
4. Client acknowledges that installation and activation fees are non-refundable after the Connection becomes operational (the "Activation Date").
5. Permitting & Landlord Approval:
It shall be Client's responsibility to obtain any required permits consents or, for the installation of NBB Equipment on property not owned by Client, Landlord approval in the form set forth below.
6. Landlord consents to the installation, maintenance and removal of equipment required for the Connection.
7. Signature of Landlord for Approval _____
8. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Internet Access Agreement

1. NBB shall provide Client with a wireless connection to the Internet (the "Connection"), at a download/upload speed up to the follow service levels (Check Box) 1500/128 Kbps, 3000/384 Kbps, 4000/768 Kbps base bandwidth rates. In consideration for the Connection, Client shall pay NBB the sum of \$_____ each month during the term hereof plus a **one time activation fee of \$50.00** which shall be due upon Client execution hereof.
2. **All Payments for Installation costs or equipment should be in the form of a Major Credit Card (NBB accepts Visa, Master Card and Discover), cash or check.**
3. **All Payments for recurring charges shall be in the form of a Major Credit Card (NBB accepts Visa, Master Card, Discover or American Express).**
Invoicing is available for an additional \$2.50 per month servicing fee.
4. Client understands that the Connection operates through an Ethernet connection. If necessary, NBB will provide a 10 Mbps ethernet card at no additional cost.
5. NBB shall not be responsible or liable for any of the following:
 - Any obstruction(s) that might be erected or grow between the antenna at Client's location and the POP (point of presence) which causes degradation or loss of service.
 - Debris or ice on the antenna located at Client's location.
 - Aiming or re-aiming the antenna located at Client's location more than 10 days after it's installation
6. Client agrees to comply with NBB's published acceptable use policy in respect to all use of the Connection including, but not exclusively, excessive use of NBB's network.
7. Client understands that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between the POP and the antenna located at Client's location may block the signal and cause the failure of the Connection. In the event that foliage disrupts service, upon request by Client, NBB will attempt to reconfigure the equipment to restore service. Client may incur charges for any extra hardware and service labor at that time. If service cannot be restored within 15 days of Client's notice to NBB of a service interruption, either party may terminate this Agreement. Upon any termination of this Agreement pursuant to the preceding sentence, Client shall receive a refund of a pro rata portion of the service fee for any period in excess of forty-eight (48) hours that Client has paid for service, but the Connection was not operational.
8. The term of this Agreement shall commence on the Activation Date and shall end **24** months after the Activation Date. Unless notice is given by either party to the other not less than thirty (30) days prior to the end of the initial term, this Agreement shall automatically be renewed for additional term(s) of equal length to the initial term. NBB may change the monthly charges payable under this Agreement for any renewal term by notifying Client at least thirty (30) days prior to the beginning of any renewal term of such a rate change.
9. The Connection is intended solely for use within the home, apartment or office building in which it is originally installed. Client may not share the connection with other locations, unrelated parties, other business entities or their employees. Reselling Internet services obtained through the Connection is strictly prohibited.
10. Client's credit card on file will be charged monthly in advance for all amounts due and owing to NBB. All charges are due on the monthly "activation date". Client's use of the Connection may be suspended if declined recurring charge is not resolved for NBB within 7 days (24 days for Business Clients) of the date of the recurring "activation date" charge.

11. If Client terminates this Agreement anytime after implementation, but before expiration, Client will pay a lump sum of \$200.00. If Client's use of the Connection is terminated by NBB for violation of NBB's acceptable use policy, Client shall pay, immediately, a lump sum equal to the charges for the remainder of the then current term of the Agreement.
12. Through the Connection NBB provides Client access to the Internet. Client hereby acknowledges that the internet is a separate and independent network of computers which is not owned, operated or managed by NBB or in any way affiliated with NBB or any of its affiliates. Client's use of the Internet shall be solely at Client'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 NBB's authority and control.
13. The Connection and NBB'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 legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by NBB to be inappropriate or improper, such as transmitting bulk e-mail messages.
14. NBB makes no warranty, express or implied, including, but not limited to, that the Connection is suitable for a particular purpose. NBB shall not be responsible for any loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption, however caused. Use of any information obtained through NBB's network shall be at Client's own risk. NBB specifically disclaims any responsibility for the accuracy or quality of information obtained through the Connection.
15. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns, may result in temporary impairment or interruption of service. As a result, NBB does not guarantee continuous or uninterrupted service and reserves the right, from time to time, to temporarily reduce or suspend service without notice. Client shall indemnify and hold NBB and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities and fees incurred as the result of interruptions or omissions of service under this Agreement.
16. Client consents to the periodic monitoring of Client's use of the Connection and NBB's network by NBB as may be reasonably required by NBB to conduct its quality control activities.
17. Upon the occurrence of a breach by Client of any provision hereunder, NBB reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Client there under. Client agrees to pay all costs incurred by NBB in enforcing the terms of this Agreement, including, but not limited to reasonable attorney fees. In the event of any litigation arising out of this Agreement, the other party shall indemnify the prevailing party for all costs incurred in such litigation, including, but not limited to, reasonable attorney fees.
18. This Agreement is deemed to be entered into in the State of Illinois and the parties agree that any dispute arising under this Agreement shall have its venue in Boone County, Illinois and any such dispute shall be governed by and constructed in accordance with the laws of the State of Illinois.
19. NBB may assign this Agreement without Client's prior consent and all of NBB's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of NBB. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
20. Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, NBB may refer to Client as its customer.
21. **NBB may modify these terms and conditions upon written notice published on its web site. NBB will attempt to notify Clients via email of modified terms and conditions. Client's continued use of service after such notice shall constitute Client's acceptance of the modification of this Agreement.**
22. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
23. All notices, elections and waivers required or otherwise given hereunder shall be in writing and shall be served, unless otherwise provided, on the parties or their respective attorneys, if any, personally; by mail with postage prepaid and deposited into the United States mail; by facsimile transmission; or by electronic mail at the addresses set forth below. If mailed or transmitted as aforesaid, notices, elections and waivers shall be deemed given on the date of such mailing or transmission (except as elsewhere provided herein).
24. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Customer information

	NBB	<u>North Boone Broadband</u>	Client	
	Address	<u>111 Lamplighter Loop SE</u>	Address	
	City, State, Zip	<u>Poplar Grove, Illinois 61065</u>	City, State, Zip	
	Business/Billing	<u>815-765-9009</u>	Phone (Home)	
	Tech Support	<u>847-742-4623</u>	Phone (Work)	
		<u>(Fox Valley Internet)</u>	Mac Address	<u>0a-00-3e-</u>
	E-mail	<u>Support@northboone.com</u>	AP Tower	
	Signature		Signature	
	Date		Date	

Automatic Credit Card Billing Authorization form

If you would like to enjoy the convenience of automatic billing, simply complete the credit card information section below and sign the contract on page 2 of this form. All requested information below is required. Upon approval we will automatically bill your credit card for the amount and frequency stated below.

Payment Information (To be completed by the merchant)

By completing the information below, I authorize North Boone Broadband, Inc. to automatically bill the credit/debit card below as specified:

Recurring Costs

Base Service rate:

Short Contract Premium:

Extra E-mail Accounts:

Total Recurring Charges

Frequency (Check one)

Monthly

Quarterly

Annually

Start Billing on ____/____/____

One Time Installation Charges

Basic Installation Fees:

Activation Fees:

Wireless Network Installation Fees

Tripod, Router, Adapter Costs:

Total Installation Amount

End Billing when customer provides written notice of Cancellation
Within requirements of attached and signed wireless internet agreement.

Payment Type

Check

Cash

Credit/Debit card

Total charges Due (Payable at time of installation)

Credit Card Information (To Be Completed by Customer)

North Boone Broadband Accepts the Following Credit/Debit Cards: Master Card, Visa, Discover and American Express

Credit Card Type: Master Card Visa Discover American Express

Credit Card Number: _____

Expiration Date: ____ / ____

Card Holders Name
(As Shown on the credit/Debit Card) _____

Card Holders Zip Code
From Credit/Debit Card Billing address (Req'd) _____

E-mail information

If you would like to request e-mail accounts through North Boone Broadband, Please indicate your preferences below:
(1500 Kbps service includes 4 e-mail accounts, 3000 Kbps service includes 4 e-mail accounts, 4000 Kbps service includes 10 e-mail accounts. Additional accounts are available at a cost of \$2.00 each, billed monthly with service)

E-mail account name

Password

@northboone.com

@northboone.com

@northboone.com

@northboone.com

@northboone.com
