

Provision of Services: Advanced Data Technologies will provide computing and network system services (telecommunications, newsgroups and information, and access to computing, telecommunications, software, and information services provided by Advanced Data Technologies and by others via the Global Internet) and install necessary equipment (radio, cable, antennas & standard mounting equipment) to Subscriber in exchange for payment of fees and compliance with the terms and conditions of this agreement. Subscriber agrees that by initiating any connection provided by Advanced Data Technologies or their affiliates they have accepted the terms of service as listed herein, after which the absence of a signature to this Agreement is not necessary to enforce the terms listed herein.

Payment Policies & Terms: Subscriber agrees to pay monthly, in advance, all base monthly and other fees, any applicable installation charges, plus any applicable tax thereon, by the 10th day of the month for the month of billed service. Subscriber further agrees to pay a twenty-five dollar (\$25.00) late payment fee on any invoice not paid by the 15th day of the month for the month of billed service. Advanced Data Technologies may suspend service and retrieve the equipment on any account remaining unpaid for thirty (30) or more days, and Subscriber agrees to pay a Twenty-Five Dollar (\$25.00) reconnection fee to reactivate Subscriber's services. Unpaid amounts due under this agreement shall accrue interest at 18% per annum. Subscriber further agrees that in the event their service is terminated for nonpayment and they fail to pay the remaining balance due, including any amounts due for equipment purchased or failure to return any equipment to Advanced Data Technologies under this agreement; Subscriber authorizes Advanced Data Technologies to charge any payment method that the Subscriber may have used with Advanced Data Technologies in any past transaction, including, but not limited to: credit card, debit card or checking account (by means of an ACH transaction or electronic check) that may be on file with Advanced Data Technologies. Subscriber authorizes Advanced Data Technologies to process any check given for payment to be processed as an electronic check, and further authorizes Advanced Data Technologies to charge through an ACH or electronic check a returned check fee in the amount of \$30.00 in the event any check given to Advanced Data Technologies is returned unpaid for any reason.

Warranty Termination: Subscriber may terminate this agreement, without penalty, within fifteen (15) days of installation date. Any installation, set-up, and usage fees collected from Subscriber will be pro-rated through termination date, and any balance remaining will be refunded to Subscriber within thirty (30) days.

Account Termination: Subscriber may terminate this agreement by submitting a written request for termination (email or U.S. Mail) to Advanced Data Technologies at the address listed in this agreement. The termination date on termination requests (a) shall be the 1st day of the month following receipt of the termination request for requests received prior to close of business on the 19th day of the month, and (b) shall be the 1st day of the 2nd month following receipt of the termination request for requests received after the close of business on the 19th day of the month through the end of the month. Upon early termination, Subscriber agrees to pay a termination fee equal to the remaining base monthly fees due under this agreement from the date of termination to the end of the agreement term, plus all other fees and charges due under this agreement, within 30 days of the termination date.

Additional Fees: In the event that additional construction or equipment, including but not limited to routers, longer or additional cables, additional grounding, higher tower or mast hardware, or specialized antennas, is required or requested, an additional fee will be charged for said equipment and additional labor not included in the standard install or service contract. Additional fees and labor will be billed by ADT or the independent representative performing work.

Equipment & Scope of Work: All equipment, (radios, antennas & standard mounting equipment), unless purchased and paid for in full by the Subscriber, will at all times remain the property of ADT. Subscriber may not sell, transfer, lease, encumber, pledge or assign all or part of the equipment to any third party. Subscriber agrees to pay ADT the full retail cost, or the repair or replacement cost, of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned equipment or part thereof, together with any costs incurred by ADT, or its independent representative, in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this agreement, Subscriber authorizes ADT to retrieve from Subscriber's premises ADT's equipment for appropriate disposition.

Non-Standard Connections: In the event of an aborted connection due to insufficient line of sight to an access point, Subscriber will receive a report of the connection options available. The report will include optional mounting configurations and their respective costs. Subscriber may at that time choose one of the available options or decline services. If the Subscriber declines services, ADT will refund to Subscriber or credit to the purchase price of any equipment the Subscriber decides to purchase, all deposits made by Subscriber.

Standard Maintenance: ADT's connection point ends at the Ethernet cable connection on the ADT supplied wireless radio. ADT requires that a router be connected to their equipment in order to receive service. If needed, our standard router will be furnished during the initial installation for an additional cost. The said router will become the responsibility of Subscriber. If Subscriber's router is found to be faulty, it will be the Subscriber's responsibility to replace it in order to continue receiving ADT services. Any trouble beyond ADT's network or equipment is the full responsibility of Subscriber. Standard maintenance is limited solely to ADT's network and backbone connectivity. If your connection ceases to function properly after it has been tested and shown to be working, and ADT's network is still functioning properly, ADT will send a technician during normal business hours (9AM-5PM, Monday-Friday). If the problem is due to Subscriber negligence, or any items listed in "Not Covered by Maintenance Plan or Standard Maintenance Plan", Subscriber agrees to pay standard hourly rates for any service. Additional Maintenance Plans at additional cost are available upon request.

Not Covered by Maintenance Plan or Standard Maintenance Plan: Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of or faulty electrical power or air conditioning, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by ADT, or from any cause related to or other than the intended and ordinary use; antenna re-aiming or relocation due to obstructions such as trees or buildings, or storm related damage; any re-aiming of antennas, or reconstruction of tower/mast assemblies; relocation of services and equipment. Items not covered will be billed to Subscriber at standard hourly rates.

Use of Material: All content downloaded or uploaded using ADT's system shall remain the sole responsibility of the Subscriber. The Subscriber assumes all risks associated with material, including but not limited to compliance with copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions or any other restrictions on intellectual property or other tangible or intangible rights associated with the material.

Use of Services/Termination: The following are violations of this agreement that subject the Subscriber to immediate termination of service: Reselling any services offered by ADT under this agreement without the prior written consent of ADT; Hosting any web site dedicated to the sale or dissemination of pornographic materials and/or containing content of a sexually explicit nature; Use of service for any unlawful purpose or in connection with or adjunct to any matter or thing, which violates any municipal, county, state, federal, or foreign regulation; Any use that infringes upon the use by other subscribers of ADT or the wireless network; Any transmission of unsolicited advertising or promotional materials to other ADT or wireless network subscribers; Any use that disrupts the normal use of the system for other ADT Subscribers; the propagation of computer worms or viruses or the use of the network to make unauthorized entry to other computational, information, or communication devices or resources of others; the use of ADT's services by Subscriber to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form; the failure of any Subscriber running IPX to use an IP tunneling protocol; the broadcast of Routing Internet Protocol (RIP) by Subscriber; ADT's liability to Subscriber for termination under this section shall be solely limited to a refund to Subscriber of any unearned prepaid service fees.

Indemnification/Release/Damages: Subscriber expressly agrees to indemnify and release ADT, its affiliates, subcontractors, employees, agents, representatives, assigns and successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of ADT's services hereunder including but not limited to Subscriber's access to content uploaded or down loaded using ADT's services from any source or to any recipient. Subscriber further releases ADT from any responsibility or liability related to the accuracy, quality, or confidentiality of any information available by or through ADT's systems and/or the wireless network. Subscriber's release of ADT includes any actions or inaction by ADT that amount to negligence. Subscriber further agrees to indemnify and hold harmless ADT from and against any and all claims actions causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, or termination of ADT's services herein. ADT shall not be liable to Subscriber for any indirect, incidental, special, punitive, exemplary, or consequential damage, cost, expense or other liability, including loss of revenue or profits, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action whatsoever.

Disclaimer: ADT assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via ADT's services. ADT discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by ADT which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to ADT that its use of ADT's services to access information, content or other services is at Subscriber's own risk.

Arbitration & Attorney's Fees: ADT and the Subscriber agree that any controversy or claim between them arising out of or relating to this agreement shall be resolved exclusively by binding arbitration in accordance with the commercial arbitration rules then in force by the American Arbitration Association. ADT and Subscriber agree that the prevailing party in any action involving this agreement shall be entitled to recover its attorney's fees and costs. THESE TERMS ARE CONSIDERED ACCEPTED WHEN SUBSCRIBER INITIATES CONNECTION TO THE INTERNET VIA ADVANCED DATA TECHNOLOGIES.