

Acceptable Use Policy

Introduction

Next-Level Technology Partners and its local affiliates and/or distribution partners (collectively "NLTP") are pleased that you have chosen NLTP High Speed Wireless Internet service (the "Service"). Our goal is to provide you with an enriched, high-quality Internet experience. This Acceptable Use Policy (the "AUP") has been designed to protect our Service, our subscribers, and the Internet community, from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Your violation of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your NLTP account. This AUP should be read in conjunction with our Internet Subscriber Agreement, Privacy Policy, and other applicable policies.

By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this AUP. You should consult this document regularly to ensure that your activities conform to the most recent version. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE NLTP CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

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1. **Prohibited Activities.** You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, You may not use the Service to:
 - o Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
 - o Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
 - o Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
 - o Post, transmit, or disseminate content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable.

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- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
 - Collect or store personal data about other users.
 - Use an IP address not assigned to you.
 - Violate any other NLTP policy or guideline.
 - Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.
2. **Harm to Minors.** You may not use the Service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.
 3. **Intellectual Property Infringement.** You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or propriety rights of any party. NLTP assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.
 4. **User Content.** You are solely responsible for any information that is transmitted from your IP address or your account on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. NLTP reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in NLTP's sole discretion, deems to be illegal, offensive, indecent, or otherwise objectionable.
 5. **Commercial Use.** The Service is designed for personal, non-business related use of the Internet and may not be used for commercial purposes. You may not resell or otherwise charge others to use the residential Service. You agree not to use the Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access. NLTP Business Services offers commercial Wireless Internet services.
 6. **Servers.** You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by NLTP.
 7. **Misuse of Service.** You are responsible for any misuse of the Service that occurs through your account or IP address. You must therefore take steps to ensure that others do not gain unauthorized access or misuse the Service.
 8. **Hacking/Attempted Unauthorized Access.** You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

9. **Security.** You are solely responsible for the security of any device connected to the Service, including any data stored on that device. NLTP recommends that you take appropriate security precautions for any systems connected to the Service. You are responsible for securing any wireless (WiFi) networks connected to your NLTP service. Any wireless network installed by the customer or a NLTP representative, that is unsecured or "open" and connected to the NLTP network, will be deemed to be operating as an ISP and subject to the prohibition on Commercial Use set forth in Section 5 herein. You authorize NLTP to use measures to detect unsecured wireless networks associated with your Service.
10. **Disruption of Service.** You may not disrupt the Service in any manner. You shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.
11. **Viruses, Trojan Horses, Worms and Denial of Service Attacks.** Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spambot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. We may suspend your Service if we detect a harmful program in order to allow you to take measures to stop the harmful program.
12. **Electronic Mail.** You may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of our Service, such as personal web pages, or other resources that are part of the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

You may not reference NLTP in the header or body of an unsolicited email, or list an IP address that belongs to the NLTP network in any unsolicited email. Further, you may not take any action which implies that NLTP is the sponsor of any unsolicited email even if that email is not sent through the NLTP network. Further, forging, altering or removing electronic mail headers is prohibited.

If the Service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until NLTP deletes them as part of its normal policies and procedures. There is no obligation for NLTP to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

13. **Bandwidth, Data Storage and Other Limitations.** NLTP offers multiple packages of Service with varying speeds and features and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current bandwidth, data storage, electronic mail and other Limitations of Service that correspond with the package of Service you selected. In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in NLTP's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt,

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degrade or impede NLTP's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If you use excessive bandwidth as determined by NLTP), NLTP may terminate, suspend, or require you to upgrade the Service and/or pay additional fees.

NLTP Services are provided on a best-effort basis. NLTP shall provide Internet connectivity service between the NLTP provided wireless equipment and NLTP's Internet backbone infrastructure. Internet connections are provided as "up-to" the speeds advertised within the Service Plan purchased by you and reflects performance under ideal conditions. Outages or performance degradation can occur due to circumstances beyond our control, and we cannot be held responsible for consequential damages. NLTP reserves the right to interrupt your service if necessary for any upgrades and network maintenance, and will do its best to inform you of any such interruptions ahead of time.

14. **Conflict.** In the event of a conflict between the Subscriber Agreement and this Policy, the terms of the Subscriber Agreement will prevail.
15. **How to Contact NLTP.** For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact NLTP at one of the following:

NLTP: Next-Level Technology Partners
Address: 270 Brookside Drive, PO Box 62
Paw Paw, IL 61353
Phone: 815.627.9656
Fax: 815.627.9187

E-mail: nntp.support@gmail.com

Introduction

This Agreement (the "Agreement") sets forth the terms and conditions under which Next-Level Technology Partners, together with any Next-Level Technology Partners affiliate and/or distribution partner (collectively, "NLTP"), agrees to provide the NLTP® High Speed Internet SM service (hereinafter the "Service") to you. By completing the registration and using the Service, you (i) agree to abide by, and require others using the Service via your account to abide by the terms of this Agreement, and (ii) represent and warrant that you are at least 18 years of age. If you do not agree with the foregoing, you may not use the Service and must return the installed equipment and all associated materials to NLTP. This Agreement takes effect on the date on which you accept this Agreement, and continues until your subscription is terminated.

NLTP reserves the right to modify the terms of this Agreement or prices for the Service and may discontinue or revise any or all other aspects of the Service in its sole discretion at any time by posting changes online. Your continued use of the Service after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by NLTP. This Agreement should be read in conjunction with our Acceptable Use Policy, ("AUP"), Online Privacy Policy, and other applicable policies.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE NLTP CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

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1. Your Subscription

Your subscription entitles you to use the Service. Your subscription is personal to you, you agree not to assign, transfer, resell or sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your computer. You agree to contact the local NLTP office identified on your monthly invoice immediately

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upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information. Your subscription entitles you to use the Service. Your subscription is personal to you, you agree not to assign, transfer, resell or sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your computer. You agree to contact the local NLTP office identified on your monthly invoice immediately upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information.

NLTP Services are provided on a best-effort basis. NLTP shall provide Internet connectivity between the NLTP provided wireless equipment and NLTP's Internet backbone infrastructure. Internet connections are provided as "up-to" the speeds advertised within the Service Plan purchased by you and reflects performance under ideal conditions. Outages or performance degradation can occur due to circumstances beyond our control, and we cannot be held responsible for consequential damages. NLTP reserves the right to interrupt your service if necessary for any upgrades and network maintenance, and will do its best to inform you of any such interruptions ahead of time.

2. **Payment Terms**

You agree to be responsible for any and all charges, damages and costs that you or anyone using your NLTP account incurs. You agree to pay all monthly fees and installation charges including, but not limited to, applicable, taxes, customer service fees, late fees and door collection fees. Monthly fees will be billed one month in advance. If payment is not received by the due date, late fees and/or collection charges may be assessed and the Service may be terminated. You may incur charges including, without limitation, charges relating to the purchase of "premium" services, such as bandwidth upgrades, business class services, etc. in addition to those billed by NLTP. All such charges, including all applicable taxes, are your sole responsibility. You may be required to pay a reconnect fee and/or a security deposit in addition to all past due charges before the Service is reconnected.

3. **Software License**

NLTP grants to you a limited, nonexclusive, nontransferable and nonassignable license to install and use NLTP's access software (including software from third party vendors that NLTP distributes, hereinafter referred to as the "Licensed Software"), in order to access and use the Service. NLTP may modify the Licensed Software at any time, for any reason, and without providing notice of such modification to you. The Licensed Software constitutes confidential and proprietary information of NLTP and NLTP's licensors and contains trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. All right, title, and interest in and to the Licensed Software, including associated intellectual property rights, are and shall remain with NLTP and its licensors. You agree to comply with the terms and conditions of all end user software license agreements accompanying any software or plug-ins to any such software distributed by NLTP in connection with the Service. You shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Software or any part thereof. You acknowledge that the Licensed Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the United States. You agree not to export or re-export the Licensed Software, directly or indirectly, to any countries that are subject to United States export restrictions. Your right to use the Licensed Software terminates upon termination of this Agreement.

4. **Computer and Equipment Requirements**

At the time of initial installation of the Service, your computer equipment must comply with NLTP's current minimum computer requirements that are available for NLTP directly. The minimum computer requirements may change and NLTP will make reasonable efforts to support previously acceptable

configurations; however, NLTP is not obligated to continue to provide such support. NLTP reserves the right to provide service only to users with NLTP-approved Motorola Canopy compliant Wireless Subscriber Modules ("SM"). You agree to only connect NLTP approved equipment to the NLTP network.

You will not remove any NLTP owned equipment (the "Equipment") from the Premises or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected by the NLTP installer. NLTP may relocate the Equipment for you within the Premises at your request for an additional charge. If you relocate to a new address, this Agreement shall automatically terminate and you will be required to enter into a new Agreement and may be charged a new installation fee to initiate Service. You will not connect any equipment, other than equipment authorized by NLTP, to the subscriber module outlet. You understand that failure to comply with this restriction may cause damage to the NLTP network and subject you to liability for damages and/or criminal prosecution. You may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do the same that is not authorized by NLTP.

5. **Installation**

You authorize NLTP personnel and/or its agents to enter your premises (the "Premises") at mutually agreed upon times in order to install, maintain, inspect, repair and remove the Service. If you are not the owner of the Premises upon which the Service is to be installed, you represent and warrant that you have obtained the consent of the owner of the Premises for NLTP personnel and/or its agents to enter the Premises for the purposes described above. You shall indemnify and hold NLTP harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement.

You acknowledge and agree that installation of the Service (including any Licensed Software) may require NLTP personnel and/or its agents to open your computer. You further acknowledge and agree that installation and/or use of the Service (including any Licensed Software) may result in the modification of your computer's systems files and that NLTP may periodically update the software in your SM in order to provide the Service. NLTP neither represents, warrants, nor covenants that such modifications will not disrupt the normal operations of your computer. NLTP shall have no liability whatsoever for any damage resulting from the installation and/or use of the Licensed Software or file modifications. NLTP is not responsible for returning your computer to its original configuration prior to installation. NLTP or its agents will supply and install certain software and, if required, an extra cable outlet, a SM and an Ethernet card for a fee determined by NLTP. NLTP will also provide a "getting started guide" and online instructions on how to use the Service. NLTP shall use reasonable efforts to install the Service to full operational status, provided that your computer fulfills the minimum computer requirements set forth herein. You may transfer the Licensed Software to additional computers within the home, but service and support for these additional machines is limited and/or may incur an additional fee. Unless offered by NLTP as a service, you agree that NLTP has no responsibility to provide service and support for in-home networks. If you intend to transfer the service connection, you must give NLTP prior notice of such transfer.

6. **Acceptable Use Policy**

You agree to use the Services strictly in accordance with the Acceptable Use Policy which may be modified by NLTP from time to time, and which is incorporated herein by reference and made a part of this Agreement.

7. **Posting to NLTP**

You are solely responsible and liable for all material that you upload, post, email, transmit or otherwise make available via the Service, including, without limitation, material that you post to any NLTP Website or the Web site of a NLTP affiliate, or any third party vendor's service (e.g., newsgroups) that is used by

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NLTP. NLTP does not claim ownership of material you submit or make available for inclusion on the Service. However, with respect to material you submit or make available for inclusion on publicly accessible areas of the Service, you grant NLTP a world-wide, royalty free and non-exclusive license(s) to: use your material in connection with NLTP's businesses including, but not limited to, the rights to: copy, distribute, publicly perform, publicly display, transmit, publish your name in connection with the material, and to prepare derivative works. No compensation will be paid with respect to the use of your material.

8. Links to Third Party Web Sites

In your use of the Service and/or NLTP Web sites, you may encounter various types of links that enable you to visit Web sites operated or owned by third parties ("Third Party Site(s)"). These links are provided to you as a convenience and are not under the control or ownership of NLTP. The inclusion of any link to a Third Party Site is not (i) an endorsement by NLTP of the Third Party Site, (ii) an acknowledgement of any affiliation with its operators or owners, or (iii) a warranty of any type regarding any information or offer on the Third Party Site. Your use of any Third Party Site is governed by the various legal agreements and policies posted at that Web site.

9. Monitoring and Removal of Content

NLTP is under no obligation to monitor the Services. However, NLTP reserves the right at all times and without notice to remove, restrict access to, or make unavailable, any content on its servers that it considers, in its sole discretion, obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, and to monitor, review, retain and/or disclose any content or other information in NLTP's possession about or related to you, your use of the Services or otherwise as NLTP deems necessary to satisfy any applicable law, regulation, legal process, or governmental request.

10. Privacy

You authorize NLTP to make inquiries and to receive information about your credit history from others and to utilize such information in its decision regarding its provision of the Service to you. You agree that NLTP may collect and disclose information concerning you and your use of the Service in the manner and for the purposes set forth herein and in NLTP's Online Privacy Policy.

11. Termination and Surviving Obligations

Either party may terminate this Agreement at any time without cause by providing the other party notifies NLTP with no less than a sixty (60) day written notice (the "Notification Period") of such termination. In the event of termination by you, you must notify NLTP by telephone or by a non-electronic written submission. Email submissions shall not constitute effective notice. In the event of termination by NLTP, NLTP may notify you of such termination by electronic or other means. In those cases where you elect annual prepayment terms, you agree and understand that the calculation of any refund for unused Service will be from then end of the Notification Period and will be based upon the normal rate for the Service and not upon the discounted annual prepayment rate.

You expressly agree that upon termination of this Agreement: (i) Taking in account the end of the Notification Period, you will pay NLTP in full for your use of any Equipment and Service up to the later of the effective date of termination of this Agreement or the date on which the Service and any Equipment have been disconnected and returned to NLTP. You agree to pay NLTP on a pro-rated basis for any use by you of any Equipment or Services for a part of a month from then end of the Notification Period. (ii) You will permit NLTP to access your premises at a reasonable time to remove any Equipment and other material provided by NLTP. (iii) You will ensure the immediate return of any Equipment to NLTP. You will return or destroy all copies of any software provided to you pursuant to this Agreement. (iv) NLTP is authorized to delete any files, programs, data and email messages associated with such account.

12. Disclaimer of Warranties and Limitation of Liability

You expressly agree that NLTP is not responsible or liable for any content, act or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or

any infringement of another's rights including, without limitation, privacy and intellectual property rights, and you hereby release NLTP for any such claims based on the activities of third parties. THE SERVICE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER NLTP, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS WARRANT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL MALICIOUS AGENTS EVEN IF ANTI-VIRUS MECHANISMS ARE DEPLOYED. NLTP DOES NOT WARRANT THAT ANY DATA OR ANY FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED. NLTP AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE OF, THE LICENSED SOFTWARE, THE SERVICE (INCLUDING E-MAIL), EQUIPMENT FURNISHED BY NLTP, OR NLTP'S PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE; EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF A NLTP INSTALLER, TECHNICIAN, OR CUSTOMER SERVICE REPRESENTATIVE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR DAMAGES, REGARDLESS OF WHETHER OR NOT NLTP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, NLTP'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD. YOU HEREBY RELEASE NLTP FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. NLTP IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT. Your sole and exclusive remedies under this Agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you.

You agree to indemnify and hold NLTP, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by NLTP or any third party due to or arising out of your use of or conduct on the Service. NLTP will notify you within a reasonable period of time of any third party claim for which NLTP seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to NLTP's interests, as reasonably determined by NLTP.

13. **Indemnifications**

You agree to indemnify and hold NLTP, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by NLTP or any third party due to or arising out of your use of or conduct on the Service. NLTP will notify you within a reasonable period of time of any third party claim for which NLTP seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to NLTP's interests, as reasonably determined by NLTP.

14. **Management of Network**

NLTP reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise

unsolicited bulk email, anti-virus mechanisms, traffic prioritization, and protocol filtering. You expressly accept that such action on the part of NLTP may affect the performance of the Service.

15. Damage to and Encumbrances on Equipment, Computer, Software

All Equipment will at all times remain the property of NLTP. You may not sell, transfer, lease, encumber or assign all or part of the Equipment to any third party. You agree to pay the full retail cost for the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any costs incurred by NLTP in obtaining or attempting to obtain possession of any such Equipment. You hereby authorize NLTP to charge your Visa, Master Card, other credit card or other payment method authorized by you for any outstanding Service, Equipment, and repair and replacement costs described herein. NLTP may, at its option, install new or reconditioned Equipment, including swapping your existing equipment for Motorola Canopy compliant equipment, for which you may incur a fee.

16. Governing Law and Jurisdiction

This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict of laws provisions. All disputes arising out of or related to this Agreement and the Service must be brought in a federal or state court located in the state of Illinois. You consent to the personal jurisdiction of such courts located in the state of Illinois. You waive all rights to bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose.

17. Miscellaneous

This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit NLTP's rights and remedies available at law or in equity. NLTP's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by NLTP to third parties.

18. How to Contact Us

For any questions regarding this Subscriber Agreement, billing or other, please contact NLTP at one of the following:

NLTP: Next-Level Technology Partners
Address: 270 Brookside Drive, PO Box 62
Paw Paw, IL 61353
Phone: 815.627.9656
Fax: 815.627.9187

E-mail: nntp.support@gmail.com

YOUR USE AND ACTIVATION OF THE SERVICE SHALL CONSTITUTE AN ACCEPTANCE OF THE TERMS BELOW. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS DO NOT INSTALL AND/OR ACTIVATE THE NLTP SERVICE.

Terms and Conditions

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS DO NOT INSTALL AND/OR ACTIVATE THE NLTP SERVICE

Subject to credit approval, NLTP will provide all services that You, the Subscriber, request, on the following terms and conditions. All NLTP services are referred to as “Service” or “Services”. For NLTP’s High Speed Wireless Broadband Service, You will be bound by the NLTP High Speed Wireless Broadband Subscriber Agreement, and the NLTP Acceptable Use Policy or at another URL NLTP may designate.

A. NLTP’s Obligations:

1. Install in a workmanlike manner, the NLTP necessary equipment and materials.
2. Maintain NLTP equipment in accordance with reasonable industry standards and applicable regulations.
3. If available, You may subscribe to the NLTP wiring maintenance plan and NLTP will install and maintain wiring inside Your premises (“Internal Wiring”). Otherwise, NLTP shall have no responsibility for the maintenance of Your Internal Wiring.
4. These obligations do not include responsibility for loss of stored content on any devices or for any damage to your devices as a result of pin defects or alignment.

B. Your Obligations:

1. Pay all installation, service or other charges on receipt of NLTP’s bill. Charges are according to NLTP’s rate schedule or tariff applicable at the time Services are rendered. Monthly service rates may be subject to additional local fees, taxes or other charges. The recurring monthly fee is due in accordance to the date of the Customers monthly statement. If You terminate Service before the end of a prepaid period, NLTP will refund the prorated unused portion of the fees and charges. If the pro-rata unused portion is less than \$5.00, NLTP will make the refund on Your request. If You or NLTP terminates Service, NLTP may transfer outstanding balances for Services provided under this Agreement to other accounts that You have with NLTP.
2. **Monthly fees are non- refundable.** The initial payment may include non-recurring installation charges including, but not limited to equipment, inside wiring and other installation fees. Delinquent accounts are subject to immediate termination or suspension of Services at the sole discretion of NLTP. All Monthly recurring charges will be billed one month in advance.
3. If You fail to make timely payment, NLTP may terminate Service, remove NLTP equipment and impose late fees and collection trip fees, if applicable. Late fees and collection trip fees will not exceed the maximum amount permitted by law. In the event that the account becomes past due, the

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customer may be charged a reasonable late payment processing fee to include but not be limited to a flat fee plus reasonable interest.

4. Provide NLTP's employees and representatives with a safe working environment.
5. Assume complete responsibility for improper use, damage or loss of any equipment furnished by NLTP.
6. Allow NLTP access into Your premises to install, maintain or repair, upgrade (if any), and remove NLTP equipment. NLTP personnel have NLTP identification you may request and examine. If You are not home at the time of a service call, You authorize any other adult resident or guest at Your residence to grant NLTP access to Your premises.
7. Any attempted assignment or transfer of the Services is a breach of this Agreement.
8. If You do not own Your premises:
 - i. You represent that You have obtained necessary permission from the owner to install NLTP's equipment (including, without limitation, equipment attached to the outside of the premises); and
 - ii. You will indemnify NLTP from all claims of the owner in connection with the installation and provision of the Services
9. For NLTP services utilizing a Subscriber Module, you must provide the backup battery and it will remain your responsibility in all respects.

C. **Intended Use of the Services:** Customer agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Customer further agrees to adhere to NLTP's Acceptable Use Policy (AUP). Transmission of many material in violation of federal or state law regulation, including but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar obscene or otherwise objectionable. In any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited. IP addresses are not portable and are not assigned for independent administration or distribution. Customer understands that IP assignments are not guaranteed, and may be modified as required by NLTP Internet and/or the American Registry for Internet Numbers (ARIN). Customer cannot alter, modify or tamper with the IP connection of those or any customer on the system.

D. **Restrictions:** NLTP internet customer agree not to use any servers that provide any type of services to incoming internet connections in conjunction with NLTP Wireless Internet, including but not limited to, Peer to Peer, Electronic Mail, DHCP and DNS Servers. In the event any NLTP Wireless Internet customer attempts to utilize a server on the network, NLTP Internet may, at its sole discretion, increase the fees associated with the Services, or terminate the Services. Any additional time or configuration will be billable.

E. **Inside Wiring and Installation:** Customer acknowledges that the inability of Customer or third party's facilities to access the Services or other operational impediments may preclude or delay delivery of Services. Customer acknowledges that the installation representative may require inside wiring to complete Services delivery at an additional hourly or other flat charge. Customer further acknowledges this charge

will occur at the sole discretion of the installation representative. Install includes the subscriber module antenna, mounting bracket, AC adapter, lightning suppressor, 15' of RJ-45 cable and associated connectors needed, mounting screws and bolts normally associated with attaching subscriber module to the side of home, roof or eve. NLTP will terminate at jack penetration just inside nearest outside wall penetration to antenna. Actual connection to computer will be the responsibility of the homeowner. Any Ethernet connection or USB to Ethernet adapter will work as a connection. NLTP will not open or 'crack the case' of any computer or take responsibility for installation of any network card or PCMCIA card. It is the owner's responsibility to provide an RJ-45 Ethernet ready connection for NLTP to plug into.

F. **Equipment:** All NLTP Equipment used in the installation and imbedded Software (Equipment) provided to You by NLTP or its agent will remain the property of NLTP. NLTP shall have the unrestricted right, but not the obligation, to install or modify the software in any of the Equipment. It is a material breach for You to copy, duplicate, reverse engineer or in any way tamper with or interfere with any Software provided to You by NLTP. You also agree:

1. To use the Equipment only for receiving Services ordered from or through NLTP.
2. To promptly return the Equipment to NLTP in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use, immediately upon discontinuance of Service.

If You do not promptly return the Equipment or if it is damaged or encumbered, ("Unreturned Equipment"), the damages NLTP will incur will be difficult to ascertain. Therefore, You agree to pay, and NLTP may charge Your account, a liquidated damages amount equal to NLTP's reasonable estimates of the replacement costs and incidental costs that NLTP incurs; provided, however, that such amount will not exceed the maximum amount permitted by law (the "Unreturned Equipment Charge"). This provision shall survive the termination or expiration of this Agreement.

G. **LIMITATION OF WARRANTIES AND LIABILITY: NLTP, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS COLLECTIVELY AND INDIVIDUALLY, THE ("NLTP GROUP") MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE EQUIPMENT FURNISHED TO YOU AND/OR SERVICES PROVIDED. THE NLTP GROUP SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR THE DEGRADATION OR INTERRUPTION OF ANY SERVICES, FOR ANY LOST DATA OR CONTENT, IDENTITY THEFT, FOR ANY TV SCREEN BURN-IN, PIN MISALIGNMENT, UNEVEN TV SCREEN WEAR, STUCK PIXELS, PHOSPHOR BURN, FILES OR SOFTWARE DAMAGE, REGARDLESS OF CAUSE. THE NLTP GROUP SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICES. NOR SHALL NLTP BE LIABLE FOR FAILURE TO PROVIDE SERVICE IF THE CAUSE IS DUE TO THE ACT OF AN UNAFFILIATED THRID PARTY. YOU HEREBY INDEMNIFY AND HOLD HARMLESS THE NLTP GROUP FROM ANY CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF (I) SUCH DAMAGE OR INJURY RESULTING FROM ANY CLAIM THAT YOUR USE OF THE SERVICE INFRINGES ON THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, (II) ANY BREACH OR ALLEGED BREACH BY YOU OF THIS AGREEMENT;**

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OR INJURY TO PERSON OR PROPERTY RESULTING FROM YOUR GROSS NEGLIGENCE. UNDER NO CIRCUMSTANCES WILL THE NLTP GROUP BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. THE NLTP GROUP'S MAXIMUM TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRIOR MONTH OF SERVICE.

- H. **Breach of Agreement:** If You breach this Agreement, or any other agreement referenced herein, NLTP has the right to terminate this Agreement and retrieve its equipment. NLTP failure to require Your strict performance of any term of this Agreement shall not be a waiver of NLTP's right to require strict performance of any term or condition herein.
- I. **Entire Agreement:** This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between NLTP and You for the Services and Equipment. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.