

INTERNET SERVICE PROVIDER AGREEMENT

By using this Internet service ("Service") or by establishing an account, you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, our Acceptable Use Policies and all other use policies (collectively, the "Terms of Service"). If you do not agree to the Terms of Service, including any future revisions, you may not use the Service, and if you have an account you must terminate it as provided herein. We, your Internet service provider (the "Provider"), reserve the right to revise the Terms of Service and you accept sole responsibility for periodically reviewing them for any and all changes. Your continued use of this Service following the posting of any revisions to the Terms of Service constitutes your acceptance of those revisions.

This Agreement is entered into on the day the Service is activated by the "User" and Skywirez, LLC (the "Provider").

1. The Service: Subject to the terms of this agreement, Provider grants to User a limited, personal, non-transferable, and non-exclusive right to use the Internet service (the "Service") during the term of this Agreement. User's use of the Services shall be in accordance with this Agreement and Provider's Acceptable Use Policy which is made a part of this Agreement. User is responsible for providing and maintaining all equipment and software necessary to access the Service. . . Nothing in this Agreement grants or transfers to you any ownership rights in the Service, including the software and other intellectual property rights related to the Service.

2. Payment: For access to and use of the Service, User agrees to pay the fee amounts set forth in the applicable Plan description. Users must (i) provide Provider with accurate and complete billing information including legal name, address, telephone number, and credit card/billing, and (ii) report to Provider all changes to this information. Users are responsible for all charges to their account. Users are billed each month for the service and any additional usage or services. Users are responsible for paying all charges billed to their account in the manner and method prescribed on their invoice. Provider is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Provider. If Provider has failed to pay any underlying service provider all amounts owing for your account - whether or not you have paid Provider - your account will be subject to suspension or cancellation until you or Provider has paid all amounts due. Delinquent accounts may be suspended or canceled at Provider's sole discretion; however, charges will continue to accrue until the account is canceled. Provider may bill an additional charge to reinstate a suspended account. A monthly billing cycle shall commence on the anniversary date of the installation of the service. User is responsible for any taxes, including personal property taxes or sales taxes resulting from User's use of the Service.

3. Term and Termination: The term of this Agreement shall commence upon installation of the service and shall continue on a month to month basis. You may terminate this Agreement at any time.

Continued use of the Service constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service. Provider reserves the right, in its

sole discretion, to terminate your account and your use of the Service, with or without notice. You may terminate your account at any time and for any reason by providing notice of intent to terminate to Provider.

4. No Resell: User use of the Service is limited to User's household or business. User may not resell, and/or otherwise extend the Service via wires and/or wireless or other means to other users outside of the User's immediate household or business. Rental units attached and/or not attached to the User's main house are considered a separate household and require that a separate Service be established with the Provider. If User deploys a personal wireless network that is connected to the Service, User must secure such network so as to prevent others from accessing it. User may provide access to the wireless network to members of the User's household, and/or visiting friends and family.

6. Disclaimer of Warranties: THE SERVICE IS PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. PROVIDER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR ANY RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER OF ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. USER IS ENTIRELY RESPONSIBLE FOR AND ASSUMES ALL RISK FOR THE USE OF THE SERVICE. USER SHOULD NOT USE THE SERVICE IN HIGH-RISK ACTIVITIES WHERE SUBSTANTIAL DAMAGE COULD RESULT IF AN ERROR OCCURRED. PROVIDER DOES NOT WARRANT OR REPRESENT THAT IT'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF OR IMPROPER ACCESS TO YOUR DATA. PROVIDER IS NOT RESPONSIBLE FOR TRANSMISSION ERRORS OR CORRUPTION OR SECURITY OF INFORMATION CARRIED OVER OR THROUGH TELECOMMUNICATIONS LINES OR OTHER TELECOMMUNICATIONS TECHNOLOGY.

7. Limitation of Liability: IN NO EVENT SHALL PROVIDER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSSES OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING FOR INTELLECTUAL PROPERTY INFRINGEMENT), EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF PROVIDER TO USER FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID BY USER TO PROVIDER IN THE THREE (3) MONTHS PRIOR TO THE EVENT CAUSING LIABILITY.

8. Uncensored Information: USER UNDERSTANDS THAT CONTENT AND MATERIALS ON THE INTERNET ARE CREATED AND MAINTAINED BY THIRD PARTIES AND THAT PORTIONS OF SUCH MATERIALS MAY BE SEXUALLY EXPLICIT, OBSCENE, OFFENSIVE, OR ILLEGAL. IN NO EVENT SHALL PROVIDER BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY MATERIALS FROM THIRD PARTIES ACCESSED THROUGH THE SERVICES. USER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USER'S USE OF THE SERVICES AND INTERNET GENERALLY. PROVIDER DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD PARTY MATERIAL PROVIDED THROUGH HYPERLINKS.

9. Exclusive Remedy: User's sole right and remedy for breach of this Agreement by Provider if User is dissatisfied for any reason with the Service is to terminate this Service.

10. Indemnity: User shall indemnify and hold Provider harmless against any and all liabilities, losses, damages, judgments, claims, causes of action, and costs (including attorney fees and disbursements) which Provider may hereafter incur, suffer, or be required to pay, defend, settle (subject to any limitations set forth in this Agreement), or satisfy as a result of User's use of the Service. To qualify for such defense and payment, Provider must: 1) provide User with a prompt written notice of a potential third party claim; and 2) allow User to control, and fully cooperate with Provider, in the defense of all related negotiations.

11. Choice of Law: This Agreement shall be governed by the laws of the State of Ohio

13. Entire Agreement: These terms and conditions constitute the entire agreement between User and Provider.