



SERVICE AGREEMENT

ENTIRETY: This SERVICE AGREEMENT (along with the TERMS AND CONDITIONS attached hereto and the ACCEPTABLE USE POLICY posted on the Company website) constitutes the entire agreement for the parties (you and TexaNet Partners LLC, d/b/a TexaNet Internet Services). All prior oral or written agreements between the parties are null and void and are not suspended by the terms of this Service Agreement.

UNAUTHORIZED USE: If TexaNet Internet Services suspects fraudulent activity, TexaNet Internet Services has the right to suspend service to protect both the customer and TexaNet Partners LLC and TexaNet Internet Services from monetary harm. If the customer works with TexaNet Internet Services to stop, prevent and identify fraudulent activity, the customer will not be held responsible for fraudulent charges billed to the customer's account or liable for any litigation that may be deemed necessary from law enforcement.

NO LIABILITY OF CONTENT: There may be some content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations, and other rules. TexaNet Internet Services assumes no responsibility for the content contained on the Internet or otherwise available through the Service. All content accessed by Customers through the Service is accessed and used by Customer at Customer's own risk, TexaNet Internet Services shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of the otherwise relating to access to such content by Customer. TexaNet Internet Services specifically disclaims any responsibility for the accuracy, quality and confidentiality of information obtained through the Service.

USE AND OPERATION OF EQUIPMENT: Customer accepts full responsibility for the use of and operations of the equipment and all resulting charges, including attorney and/or collection fees. Service, if for your sole use, may not be resold or shared connectivity with others. This Service Agreement and the rights and duties of the parties hereunder shall be governed by the construed, enforced and performed in accordance with the laws of the State of Texas without regard to principles of conflict of law.

ACCESS TO PROPERTY: The customer shall provide TexaNet Internet Services with reasonable access to customer property in order for TexaNet Internet Services and TexaNet Internet Services to install, repair or remove the Internet equipment as provided by the Service Agreement. The customer consents to TexaNet Internet Services and TexaNet Internet Services entering upon customer's property for purposes of this Service Agreement.

TERM: This agreement becomes effective upon signature and remains in effect for a term of two (2) years thereafter with no cancellation or termination of service, for any reason, permitted prior to the term of the Agreement.

TERMINATION OF SERVICE: Upon cancellation or termination of service, for any reason, prior to the term of the Agreement, an Early Termination Fee (ETF) will be charged in the amount of \$400.00, pro-rated based on months of service. Upon cancellation or termination of service the wireless equipment must be returned in good working condition. The customer should schedule an appointment with the TexaNet Internet Services office to have the equipment picked up. Failure to return TexaNet Internet Services equipment following early termination, for any reason, will result in an additional charge in the amount of \$250 to the customer, for failure to deliver equipment back to TexaNet Internet Services any unpaid balance or equipment charges will have a 15 day grace period, after such time period has elapsed TexaNet Internet Services will have the right to send such charges to collections and/or take legal action.

RELOCATING/REMOVING EQUIPMENT: Customer will not remove any TexaNet Internet Services owned equipment to any outlet other than the outlet to which TexaNet Internet Services initially connected the Equipment. TexaNet Internet Services may relocate the Equipment for the Customer within the Premises at the Customer's request for an additional charge. Customer will not connect any other device and/or equipment, other than that specifically authorized by TexaNet Internet Services customer understands that doing so may cause damage to the TexaNet Internet Services and TexaNet Internet Services network and subject Customer to prosecution for damages. TexaNet Internet Services will assess a \$60 relocation fee to move equipment to a new location.

PAYMENT TERMS: Payments are due by the date stated on each monthly invoice. If payment is not made, TexaNet Internet Services reserves the right to disconnect service until past due balance is paid in full. A \$45 reconnect fee will be added to the original balance due once payment has been made. Install and labor fees are not refundable or prorated. (See "TERMINATION OF SERVICE")

EQUIPMENT DISCLAIMER: TexaNet Internet Services will provide, at the customer's cost, any required added equipment to their network such as wireless routers, network cards, etc. This equipment is not warranted by TexaNet Internet Services, but by the manufacturer of the equipment. It is the customer's responsibility to mail or call the manufacturer of the added equipment for any warranties of such equipment. If failure to any equipment is the cause of failure of connectivity of the Internet service or cause for any technician premise visit or teleconference with customer and the problem is NOT with the connectivity of TexaNet Internet Services Internet service, the customer will be charged a minimum install fee of \$60.

Again, Welcome to TexaNet Internet Services. If you have any questions regarding this agreement or any of our services, please call toll free (844) 255-4944. We are here to help. Thank you for your business!

Customer Signature

Date



TERMS AND CONDITIONS

THIS NOTICE DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH TEXANET INTERNET SERVICES AND TEXANET PARTNERS LLC, WILL PROVIDE ITS CUSTOMERS WITH WIRELESS HIGH SPEED INTERNET. BY USING TexaNet INTERNET SERVICE OR EQUIPMENT, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.

WIRELESS HIGH-SPEED INTERNET SERVICE CHARGES

The applicable charges for the High-Speed Internet Service are identified at the time Service is ordered. Unless otherwise prohibited by law or the rates for Service are guaranteed by these terms and conditions by TexaNet Internet Services. TexaNet Internet Services, may, in its sole discretion, change or modify the rates you are charged for Wireless High Speed Internet Service at any time. A disconnect / reconnect fee of \$30.00 will be applied to all late accounts that are disconnected or placed on delinquent. We may notify you of any such changes by posting notice of such changes on the website or sending notice via e-mail on your bill. If you continue to use the Service after notice of such change you accept any such modification. If you do not agree to any modifications made by TexaNet Internet Services you must stop using the Service and notify TexaNet Internet Services.

FAIR USE POLICY

TexaNet Internet Services is dedicated to bringing the fastest Internet service at the lowest possible prices. To meet this goal, we need to monitor the usage of all of our customers to ensure a couple of individuals are not using the majority of the bandwidth available. With an increasing number of customers downloading movies and other large files, a small minority of heavy users can affect all of our customers. To ensure that all TexaNet Internet Services users have equal access to the Internet, TexaNet Internet Services has implemented a Fair Use Policy. Each subscriber package now comes with upload and download speeds up to a certain limit and a monthly transfer limit.

PAYMENTS

TexaNet Internet Services will bill monthly payments, one month in advance, for all charges associated with Service. Payment in full is due on later than the due date indicated on your bill. You are responsible for paying any taxes, surcharges, fees and assessments imposed from time to time in connection with these Services. If you have authorized payment for services or equipment by credit card or debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us for any reason. We may accept late payments, partial payments or any payments marked as being paid "payment in full" or as being settlement of any dispute without losing any of our rights under this agreement. You agree to pay costs and fees we incur to collect any unpaid balance from you including attorney's fees. A reasonable handling charge, not less than \$30.00, will be assessed for all checks returned for insufficient funds, closed account or any other insufficiency or discrepancy. Interest at the rate of 1.5% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may be applied in accordance with TexaNet Internet Services standard credit policy to any unpaid amount commencing 20 days after the statement date. This late payment fee will be in addition to and not in lieu of any other remedies we may have hereunder or under the law. If we do not receive written notice of a payment dispute within 60 days after your receipt of a bill, the bill will not be subject to further challenge.

EQUIPMENT AND SECURITY

All equipment provided by us or installed by or on our behalf remains the property of TexaNet Internet Services. You must return all equipment in the same condition as when provided, normal wear and use accepted, upon termination of Service. Failure to do so will result in a charge to be determined with reference to the TexaNet Internet Services then current schedule of equipment charges. You agree to pay such charge whether such equipment is lost (through theft or otherwise) or destroyed. You are responsible for the security of your computer, hardware, software applications, data and files. TexaNet Internet Services shall have no liability for any damage or loss to your computer, hardware, software applications, data and files. We make no representation or warranty that any software or content installed on your computer(s) or downloaded with the Service does not contain a virus or other harmful feature and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its software, files or data as a result of any such virus or other harmful feature. For personal virus protection you may visit www.mcafee.com.

LIMITATION OF LIABILITY

We will not be liable for interruptions in Services caused by failure of your hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of TexaNet Internet Services including, but not limited to: acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

OUR LIABILITY REGARDING YOUR USE OF SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES DURING THE AFFECTED PERIOD. THIS MEANS WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES.

WARRANTIES

We provide actual bandwidth availability not up to utilizing burst speed averaging. This means each user account has the full availability of the identified bandwidth. The only limitations to this bandwidth would be the users equipment or the server you are connecting to.

INDEMNIFICATION OF TEXANET INTERNET SERVICES

You agree that TexaNet Internet Services will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Services or Internet access. Further, you agree to reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees. This provision will continue to apply after the Agreement ends.

TERMINATION

We may discontinue or terminate Service: (1) if you do not honor any provision of this Agreement (including payment obligations to TexaNet Internet Services for services); (2) if you use the Service in a manner that adversely affects service to other customers or harasses our customers or employees; (3) if you or others use the Service to engage in fraud or unlawful conduct, are in violation of the Acceptable Use Policy, or are suspected of doing so; or (4) any regulatory agency, legislative body or court restricts or otherwise prevents TexaNet Internet Services from furnishing Service.

INTERNET ACCEPTABLE USE POLICY

You agree not to use or to allow others to use the Service, for illegal or inappropriate activities, including but not limited to invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. Service may not be resold nor shared without expressed written consent from TexaNet Internet Services. You agree to comply with the above stated policy.

NO WAIVER

No waiver of any breach of this Agreement will be deemed a waiver of any future breach.

SEVERABILITY

If any part of the Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

GOVERNING LAW

This agreement will be governed by the laws of the State where the Service is provided, without regard to its choice of law rules.

NO THIRD PARTY RIGHTS

This agreement shall not provide any third party with a remedy, claim or right of reimbursement.

ASSIGNMENT

We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

OUR RIGHT TO MAKE CHANGES

UNLESS OTHERWISE PROHIBITED BY LAW, WE MAY CHANGE PRICES, TERMS AND CONDITIONS AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, E-MAIL OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THIS WEBSITE, UNLESS THE PRICES, TERMS AND CONDITIONS ARE GUARANTEED BY CONTRACT. YOU ACCEPT THE CHANGES IF YOU USE THE SERVICES AFTER NOTICE IS PROVIDED.