

Mile High Networks Terms of Service

This agreement serves as the Terms of Service for Mile High Networks, an Arizona Limited Liability Company. Mile High Networks ("MHN") may modify the policies of this agreement at any time to sustain compliance with local, state and federal governments.

SERVICE TO BE PROVIDED. MHN, under the terms of this agreement, will furnish to subscriber the selected package of Wireless Internet Service agreed upon at time of installation.

TERM OF THE AGREEMENT. This Agreement shall be in effect for an initial term commencing with service inception and continuing for as long as service is being provided. Subscriber has the right to cancel subscription to service(s) at any time. MHN owns all equipment, antennas, cables, and upon any termination all equipment must be returned to MHN with the exception of any cabling affixed to a building. Any unreturned or unretrievable equipment will be billed to the subscriber in the amount of \$500.00.

CHANGES TO SERVICE. Subscriber may choose to change their Wireless Internet Service package/speed without violating the terms of this agreement. A move of service will incur a minimum fee of \$45.00. Excess cabling and other additional items necessary for moves will incur normal hourly labor rates of \$75.00 beyond the basic \$45.00 equipment move fee.

PAYMENT SCHEDULE. Subscriber will be billed equipment maintenance charges, as well as the appropriate rates for the Wireless Internet Service speed selected at the time of installation.

Wireless Internet Access Service charges are due and payable monthly in advance. Failure to pay preceding monthly service charges by the last day of preceding month, shall give MHN the right, without liability, to temporarily disconnect Wireless Internet Service. MHN is not liable for any loss of business, loss of phone service, or any style of Internet services from a deactivated Internet Service account. A returned check will be considered non-payment of the account.

Restoration of service will require payment of any unpaid balance and a reconnect charge of \$50 may be applied. If service is not reconnected within seven (7) calendar days, the Wireless Internet Service will be permanently disconnected. To restore service after a permanent disconnect, payment of the full unpaid balance and pre-payment of new installation charges may apply.

A late payment fee of 10% per month may be added on accounts not paid within thirty (31) days of billing). A \$55.00 processing fee will be charged on all returned checks. Returned checks not paid within thirty (30) calendar days will be reported to the Yavapai County Attorney's Office for enforcement.

SUBSCRIBER PROVIDED EQUIPMENT. Any on-site equipment not owned by MHN is subscriber provided equipment. MHN is not responsible for support of subscriber provided equipment and subscriber will be liable for the expense of a service call if such equipment is requested to be serviced.

In the event a subscriber installs an internal network utilizing the provided Wireless Internet Service modem, it is with the clear understanding that MHN is not responsible for any problems that may occur. MHN will not dispatch a technician to subscriber's location to resolve any computer and/or network-related problems without an associated fee. MHN will not perform work on any of subscriber provided equipment without an associated fee.

SUBSCRIBER INSTALLATION. The installation date and time will be determined by MHN and communicated to subscriber after a site survey has been completed. MHN Internet Service is available to subscribers 18 years of age and older. An adult, 18 years of age minimum, must be present during installation. Prior to installation on rented or leased properties, subscriber is fully responsible for obtaining any permissions required by landlord for Internet Service installation. MHN will not be responsible for the removal of mounts and cabling or patching of holes for mounts and cabling upon termination of Internet Service. Subscriber hereby grants MHN and its contractor's full unobstructed access to MHN's Outdoor Customer Premise Equipment upon termination of services from MHN. Subscriber agrees to indemnify, defend and hold harmless MHN and its' contractors against any and all claims and expenses (including attorney fees) resulting from unistallation of MHN's Internet Service.

SERVICE CALLS. If MHN is called to subscriber's site and it is determined that the problem is not related to the Wireless Internet Service, a minimum service fee of \$75.00 will be charged for the first hour and in half hour increments thereafter during regular business hours. Weekend and holiday rates are billed at \$165.00 an hour.

SERVICE DELIVERY. Internet Service connection speed (3.0Mbps to 500.0 Mbps, depending on package chosen) is measured between subscriber's location and MHN's main fiber optic Internet access point. Actual data transmission or throughput may be lower than the connection speed due to Internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by MHN.

DELAY. MHN will not be liable for any delay in the delivery or installation of Wireless Internet Service or for any damages suffered by subscriber by reason of such delay regardless of whether such delay is directly or indirectly caused by MHN.

CONSEQUENTIAL DAMAGES. MHN is not responsible for any incidental or consequential damages resulting from failure of, or suspension of, Wireless Internet Services. Subscriber agrees to indemnify, defend and hold harmless MHN and its' contractors against any and all claims and expenses (including attorney fees) resulting from the use and installation of MHN's Internet Service.

VOICE OVER IP (VoIP). MHN does support, but does not guarantee Voice Over IP Protocol. Any number of factors can take affect the quality of a Voice Over IP telephone line. We suggest a router with QoS (quality of service prioritization) to ensure good voice quality if you use VoIP services.

TV OVER IP (IPTV). MHN does support, but does not guarantee TV Over IP Protocol. Any number of factors can affect an IPTV stream. We suggest a router with QoS (quality of service prioritization) to ensure smooth streaming of IPTV services.

WARRANTIES AND LIMITATION OF LIABILITIES. Subscriber acknowledges and agrees that the Internet Service supplied is provided on an "as is" or "as available" basis. The use of MHN technical support is at your own risk and is not warranted. MHN does not warrant or guarantee that service can be provided to your location indefinitely or without interruption. MHN makes no warranty regarding any transactions executed, using the service or the Internet. All limitations and disclaimers stated in this Agreement also apply to MHN contractors.

ADDITIONAL TERMS. If any provisions of this Agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions hereof. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed here-under, Yavapai County, Arizona shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws for the State of Arizona.

COMMITMENT OF SERVICE. MHN continually strives to be the premier Wireless Internet Service Provider in Northern Arizona. As part of this commitment, our Network Operations Center (NOC) Engineers proactively monitor performance on our network backbone to ensure MHN has adequate backbone bandwidth to accommodate high-speed service for our entire subscriber base. MHN takes great pride in our state of the art high speed network and will do everything possible to proactively monitor, evaluate and control the factors within our direct control. In addition, we continually evaluate new technologies to ensure we continue to deliver rock solid Internet Service to our subscribers for decades to come.

By using any service provided by Mile High Networks you are agreeing to adhere by the terms set forth in this agreement. Any subscriber who does not agree to adhere to the terms set forth in this agreement shall immediately cease use of any service provided by Mile High Networks and notify Mile High Networks for termination of service.