

LaZernet, Inc. Internet Access Terms and Conditions Agreement

The following Broadband Member Agreement is entered into between LaZernet Incorporated, an Illinois Corporation, referred to as LaZernet throughout the remainder of this document, and the Member designated on this document. The parties agree to the following:

1. INSTALLATION AND SERVICE

1.1 Member hereby agrees to purchase services described on the attached Installation Form. The Services are subject to LaZernet's Standard Terms and Conditions [as in effect as of the date of this Agreement] [as amended and updated from time to time by LaZernet made available for Member's review at www.lazernetwireless.com (the "Standard Terms and Conditions"). The Standard Terms and Conditions are hereby incorporated into this Agreement.

1.2 The Member hereby authorizes LaZernet or its authorized contractor to install a transceiver, modem, software, wiring, and any other optional, mutually agreed upon equipment (the Equipment) in the Member's premises, necessary in order to provide LaZernet broadband service.

1.3 Any custom installation work that is requested including placing cable under carpeting, through walls, or inside moldings will require an additional charge to be determined and agreed upon in advance.

1.4 LaZernet will not be liable for any alterations to the premises that resulting from the installation or removal of the Equipment, including, but not limited to, holes in walls, cable wiring or antenna mounting brackets.

1.5 The Member warrants that you are at least 18 years of age and that you own the premises or have received permission from the owner of the premises to make any changes in the premises needed to install the Equipment and receive Services. In addition, it is the Member's obligation to confirm that the placement of the transceiver on the premises is not in violation of any restrictive covenants, conditions or homeowner restrictions.

1.6 The Member agrees to allow LaZernet or its subcontractor access to the premises to perform installation, repair or maintenance in support of the Services.

1.7 LaZernet may revise, modify or discontinue any or all aspects of the Services, including but not limited to service and equipment prices, any applicable tariffs, and any terms of this Agreement.

1.8 Notice to the Member of any restrictions or modifications will consist of updating the terms and conditions on the LaZernet Broadband web site or sending an e-mail to the Member.

1.9 LaZernet assumes no responsibility or liability for interception of the Services.

2. PAYMENT TERMS

2.1 LaZernet will provide the Services to the Member subject to this Agreement, and the Member agrees to pay for the Services, when due, by personal check, corporate check, credit card, money order, cashier's check or cash. Cash is only accepted at the LaZernet office and it is not to be mailed.

2.2 Member agrees to subscribe to _____ Plan of LaZernet requiring the following fees:

Installation _____ for a term of 36 months of which is automatically renewed at the end of the 36 month time frame on a 12 month basis.

2.3 The Member authorizes LaZernet to perform a credit check prior to providing the Equipment or Services.

2.4 Mail all payments for Services to LaZernet, Inc. P.O. Box 12792 Jackson, MS 39236-2792. Do not mail cash.

2.5 If the Member fails to pay all valid charges for the Services when due, LaZernet shall charge the Member 1.5% interest on the unpaid balance.

2.6 If the Member fails to pay **any** amounts owing to LaZernet within 15 days of billing, LaZernet will have the absolute right to disconnect the Services without notice. Upon disconnect, the Member agrees to immediately pay all amounts owing to LaZernet. (A reconnect fee will apply.)

3. TERM AND TERMINATION FEE

3.1 The term of this agreement is for 36 months. At the end of 36 months, the contract automatically renews each year on a 12 month basis.

3.2 At the end of the initial term, the Agreement will automatically renew for successive 12 month period, unless the Member advises LaZernet in writing that they wish to terminate the Service.

3.3 If the Member terminates this agreement prior to the end of the Term, the Member agrees to pay LaZernet a termination fee of \$25.00 a month times the number of months remaining in the Term at the time of termination.

3.4 If the Member allows recovery of LaZernet equipment within 30 days of notice, in good working condition, LaZernet may apply a credit against remaining months if customer is in good standing.

- 3.5 LaZernet has no obligation to remove the Equipment if the Member terminates the Services. If the Member fails to pay the termination fee, LaZernet may, but is not required to, remove and reuse the equipment
- 3.6 If the Member moves out of the premises, LaZernet may terminate this agreement and disconnect the Services and the Member will be liable for the Termination fee of \$25.00 and remaining contract term.
- 3.7 Satisfaction Guarantee -The Member may cancel this agreement at any time within fourteen (14) days of signing this document. The receiver must be returned in good condition. The Monthly Service Fee will be prorated versus the number of days used from installation to termination, but the cost of installation will not be returned.
- 3.8 At time of termination of Service, under time based contract or not, recovery of equipment by LaZernet and/or its contractors is expected to be allowed within at least 30 days.
- 3.9 If Equipment is not allowed to be recovered, or is not in working condition above normal wear and tear, member will be responsible for full retail value of Equipment at that time.

4. LIMITED WARRANTY, SERVICE & REPAIRS

- 4.1 LaZernet will provide a limited parts and labor warranty for the Equipment and the installation thereof during the initial term of this agreement.
- 4.2 This warranty excludes any damage resulting from abuse or negligence, or Acts of God, as determined solely by LaZernet.
- 4.3 This warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.
- 4.4 If the equipment is sold, any warranties will automatically and immediately terminate.
- 4.5 Any repair or replacements of the Equipment and or correction of an installation problem, following expiration of the Agreement, will be the Member's responsibility.

5. ACCEPTABLE USE POLICY

- 5.1 The Member agrees to abide by LaZernet 's Acceptable Use Policy detailed in attached Acceptable Use Policy document.

6. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 6.1 Neither LaZernet nor its subcontractors will be liable for any loss of data or damage to hardware that occurs during installation of any service performed on the Member's computer in support of LaZernet Broadband Services. The Member agrees that it is your responsibility to completely backup any computer data prior to installation. **THE MEMBER FURTHER AGREES THAT LAZERNET AND ITS SUBCONTRACTORS ARE NOT RESPONSIBLE FOR ANY PROBLEMS WITH THE MEMBER'S COMPUTER FOLLOWING THE INSTALLATION OF OR ANY SUBSEQUENT SERVICE PERFORMED ON YOUR COMPUTER IN SUPPORT OF LAZERNET BROADBAND SERVICE.**
- 6.2 **THE MEMBER'S EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES RESULTING FROM THE INSTALLATION OF EQUIPMENT AND THE USE OF THE SERVICES, INCLUDING LAZERNET'S OR ITS SUBCONTRACTORS NEGLIGENCE, WILL BE LIMITED TO FEES PAID TO LAZERNET UP TO THE TIME THE DAMAGE IS DISCOVERED.**
- 6.3 **THE SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER LAZERNET NOR ITS AFFILIATES WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**
- 6.4 **LAZERNET, ITS AFFILIATES, AND ITS SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING PERSONAL INJURIES, PROPERTY DAMAGE OR LOSS OF BUSINESS, THAT RESULT IN ANY WAY FROM THE USE OF OR INABILITY TO USE THE SERVICES OR TO ACCESS THE INTERNET OR ANY PART HEREOF OR YOUR RELIANCE ON OR USE OF OFFERS, CLAIMS, REPRESENTATIONS, PROMOTIONS AND TRANSACTIONS, INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE INTERNET OR THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION OR ANY FAILURE OF PERFORMANCE.**
- 6.5 The Member agrees to indemnify, defend, and hold LaZernet, its affiliates, and subcontractors harmless from any claims made by third parties arising out of the use of the Equipment or the Services by the Member or an authorized user of the Member's account, including the placement or transmission of any message, information, software or other materials on the Internet.

6.6 These limitations on liability and indemnification provisions inure to the benefit of and apply to: (1) LaZernet, (2) any successor to LaZernet's business by way of merger purchase of assets, or operation of law, and (3) any subcontractors performing work on behalf of LaZernet.

Electronic Emission Notice

This device complies with Part 15 of the FCC rules. Operation is subject to the following two conditions:

1. This device may not cause harmful interference.
2. This device must accept any interference received, including interference that may cause undesired operation.

FCC Radio Frequency Interference Statement

This equipment has been tested and found to comply with the limits for a class A digital device, pursuant to Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at his own expense.

FCC Radiation Hazard Warning

To comply with FCC RF exposure requirements in section 1.1307, a minimum separation distance as defined in the following table is required between the antenna and all persons:

Product Minimum Separation Distance
SU-I/I-D and AU-I/I-D 20 cm (8 inches)

R& TIE Compliance Statement

This equipment complies with the appropriate essential requirements of Article 3 of the R&TTE Directive 1999/5/EC.

Safety Considerations

For the following safety considerations, "Instrument" means the Breeze ACCESS units' components and their cables.

Caution

To avoid electrical shock, do not perform any servicing unless you are qualified to do so.

BS-GU Lithium Battery

Caution: Danger of battery explosion if incorrectly replaced or disposed of. Replace only with the same or equivalent type battery, as recommended by the manufacturer. Dispose of used batteries according to manufacturer's instructions.

Power Cord

Use only the power cord supplied with the unit.

Radio

The instrument transmits radio energy during normal operation. To avoid possible harmful exposure to this energy, do not stand or work for extended periods of time in front of its antenna. The long-term characteristics or the possible physiological effects of Radio Frequency Electromagnetic fields have not been yet fully investigated.

Outdoor Unit and Antenna Installation and Grounding

Be sure that the outdoor unit, the antenna and the supporting structure are properly installed to eliminate any physical hazard to either people or property. Verify that the outdoor unit and the antenna mast (when using external antenna) are grounded so as to provide protection against voltage surges and static charges. Make sure that the installation of the outdoor unit, antenna and cables is performed in accordance with all relevant national and local building and safety codes.

The Member's signature on this Agreement acknowledges that the Member understands and accepts the terms and conditions set forth in the Agreement, that the Member is duly authorized to execute and deliver this Agreement on Member's behalf, and that Member agrees to be bound by the provisions of this Agreement.

LaZernet Incorporated

Member Printed Name: _____ Date: ____ / ____ / ____

Member Signature: _____

