

Technician _____
MAC Address _____
Serial Number _____
Dish Grid Yagi3 Yagi6 ARC FRM TRT _____



Date _____
Tower - Sector _____
SMDb _____ APDb _____
IP Address: _____

Connectivity Agreement

This Agreement between AIR-PIPE located at 17813 E. Appleway Avenue, Spokane Valley, WA 99016 and

Name _____ (hereinafter referred to as the "Subscriber") located at

Physical Address _____ will be immediately effective upon signing

and will remain in effect for the term of the Agreement as listed in Section I., Part 3. This Agreement is transferable to whomever AIR-PIPE, may assign.

I. Payment and Services:

AIR-PIPE will provide high-speed connectivity and the installation of necessary equipment to enable access to the AIR-PIPE Network for the Subscriber in exchange for payment of service and installation fees and charges and compliance with the terms and conditions of this Agreement. AIR-PIPE services are defined as the connectivity provided from the tower to the Subscriber's residence, building(s), or office(s) only, terminating at a RJ45 Ethernet connection.

1. Payment Method:

Payment in full to be paid at time of installation includes the total cost of installation, the prorated current month and one month in advance for service.

A. Check Number: _____

B. Credit/Debit Card (VISA MASTERCARD)

Email Address(s) (Required for Billing, Network & Service Notifications) _____

It is absolutely mandatory that we have a reliable Email address for billing purposes. Subscribers are sent a courtesy invoice the first of each month, via Email unless otherwise noted in this Agreement. It is the Subscriber's responsibility to notify AIR-PIPE of address changes. Email is the most effective way for us to communicate with the Subscriber about billing, network upgrades, and overall general communication about your service with AIR-PIPE.

2. Services Package Options: (Monthly recurring fees for services, please choose from the following)

AIR-PIPE service is a burstable service, meaning the rates displayed are the maximum amount of bandwidth received for large file transfers.

_____ \$49.95 per month at 256Kbps download/256Kbps upload Rate _____ \$10.00 per month for one Static/Public IP address

_____ \$59.95 per month at 512Kbps download/512Kbps upload Rate _____ \$25.00 per month for a block of five Static/Public IP addresses

_____ \$69.95 per month at 768Kbps download/768Kbps upload Rate

_____ \$79.95 per month at 1.0Mbps download/1.0Mbps upload Rate

_____ \$129.95 per month at 1.5Mbps download/1.0Mbps upload Rate

_____ \$199.95 per month at 1.5Mbps download/1.5Mbps upload Rate; 70% CIR; 1 Static/Public IP address

Note: To activate his/her account, the Subscriber will pay a prorated amount for the current month, plus the next month of service and will thereafter be billed monthly in advance at the current rate. Restrictions on total usage can be made at any time by AIR-PIPE to control operation of the network. Cost of high bandwidth usage may be revised or changed at any time with 30 day prior notice by AIR-PIPE.

3. Installation Package: (One time installation fees; please choose appropriate package option)

_____ Residential Installation: 1 year Connectivity Agreement - \$199 _____ Commercial Installation: 1 year Connectivity Agreement - \$399

4. **Installation fee total:** _____ Installation fee is based on designing, procuring, installing, and documenting the installation. This fee will be assessed to the Subscriber by AIR-PIPE or a designated independent contractor for installation and equipment (hereinafter referred to as "Installer"), for the mounting of the necessary equipment, allocation of bandwidth, configuration changes, and aligning and testing antenna signal strength (if applicable). This installation includes up-to 75 feet of CAT-5e from the antenna to a location agreed upon by the Subscriber. **Initial authorization of installation location and building penetration** _____. The fee does not include wire mold, conduit raceway, firewall penetrations, fishing of walls, cutting in wall plates, ladder rack or electrical wiring. A standard antenna mount includes small satellite style universal mount, antenna and mounting hardware. The Subscriber is also responsible to pay the total equipment and installation cost on or before the start of the installation unless specific terms are agreed upon between the Installer and the Subscriber.

5. **Additional Equipment/Services Pricing and Payment:** The total equipment/services cost for this facility, office, or residence will be listed in the Special Provisions section of this Agreement. This total equipment/services price is in addition to any service fees or charges above. The Subscriber must provide any additional hardware needed to connect to the AIR-PIPE Network beyond the RJ-45 Ethernet jack provided. This includes but is not limited to Ethernet cards, Ethernet cables, crossover cables, hubs, and routers unless otherwise specified in the formal proposal. The Subscriber can call AIR-PIPE for available lease options on equipment purchases. The necessary and agreed upon equipment fee for the Subscriber connection is due prior to start of the installation of the equipment and is to be paid to the Installer.

In the event it is determined the only way AIR-PIPE can provide service to the Subscriber is to mount the radio and antenna at a point away from the structure that requires a cable to be extended across ground, it is the responsibility of the Subscriber to install the necessary equipment (pole, telephone pole, or otherwise) that allows the Subscriber to receive AIR-PIPE service. AIR-PIPE will not install service until underground conduit has been installed that meets AIR-PIPE specifications.

II. Payment Policies and Terms:

The Subscriber shall receive a courtesy invoice (payment reminder) via email on the first of each month. Payment by the Subscriber shall be made to AIR-PIPE on or before the fifteenth of the billing month. A \$15.00 late charge will be assessed on any account not paid by the fifteenth of the billing month. Accounts remaining past due on the last day of the billing month will be deemed delinquent. Delinquent accounts will be placed on "accounting hold" and services to the Subscriber will be suspended until the account is paid in full. For any Subscriber account that has been placed on "accounting hold" there will be a \$50.00 reactivation fee assessed to the Subscriber's account. If payment in-full is not received by AIR-PIPE within one week of placement on "accounting hold", all property of AIR-PIPE will be deinstalled from the Subscriber location and the Subscriber will be subject to termination fees as stated in this Agreement. If any paper or electronic payment is returned unpaid by the Subscriber's financial institution for any reason, AIR-PIPE may charge the Subscriber's account a returned payment fee which the Subscriber agrees to pay. Additional late fees may also be applied to any unpaid returned payment fees.

Subscriber Initials Stating Comprehension of Section II. _____

III. Termination:

This Agreement will remain in effect for the agreed term. This Agreement is non-cancelable except if AIR-PIPE or its subcontractors, resellers, or partners are not providing reliable services as described in this Agreement. If the Subscriber chooses to discontinue service prior to completion of the agreed upon term so described in this Agreement, a 30-day written notice of cancellation is required and a \$100 early termination fee will be due immediately upon termination. This Agreement will automatically be renewed at the end of the Agreement term on a month-to-month basis unless AIR-PIPE receives a 30-day written notice of cancellation provided by the Subscriber. AIR-PIPE reserves the right to terminate this Connectivity Agreement at anytime (see section Usage and Content Provisions). All correspondence must be written and mailed to: AIR-PIPE, 17813 E. Appleway Avenue, Spokane Valley, WA 99016, Attention: Customer Service Department, or via Email to support@air-pipe.com.

Subscriber Initials Stating Comprehension of Section III. _____

IV. Network Capabilities (Reliable Service):

AIR-PIPE typical connection to the Subscriber is at least a 200Kbps connection to the AIR-PIPE Network. Exceptions to this guarantee are Subscribers located in low or limited signal areas, Subscribers using the Internet during peak hours, Subscribers with non-direct line of sight, or Subscribers utilizing this service during the limited connection period of their Agreement. AIR-PIPE will notify the Subscriber if their service falls within one of these restrictions at the time of installation. **Note: The availability of streaming video during peak hours may be limited.** The AIR-PIPE connection is an "always on" connection. Although signal interruptions may occur due to natural causes or causes beyond AIR-PIPE' control (i.e. tree growth, construction of structures in line of sight, extreme weather, etc.), AIR-PIPE and its affiliates will assess the individual situation in these cases and will do whatever is necessary within AIR-PIPE' physical capabilities in order to provide continuous, and uninterrupted service to the Subscriber. AIR-PIPE will respond to all network downtime within 4 hours during normal business hours or next business day and will repair any network issues under its control within a forty-eight (48) hour period. The equipment needed and the details of the problem will determine the time it takes to repair the network when down. However, the Installer is not responsible for obstructions that were not present at the time of installation or changes made by the Subscriber. The Installer will at the Subscribers cost try to resolve any problems. The Installer will at no time be liable for service interruption due to the effects of consumer electronic appliances or problems on the greater Internet network that is not directly within the Installer's control.

V. Equipment Ownership Provision:

AIR-PIPE retains ownership of all equipment installed under the provisions of this Agreement, including but not limited to: the antenna, subscriber module, POE and surge suppressor. All other equipment should be purchased, owned and maintained by the Subscriber unless noted under Section XIII. Special Provisions. The Subscriber may not sell, transfer, lease, encumber, repair or replace any AIR-PIPE owned equipment without the consent of AIR-PIPE or the Installer. Upon termination of this Agreement, the Subscriber authorizes AIR-PIPE or its affiliates to retrieve from the Subscriber premises any non-Subscriber-owned equipment for appropriate disposition. It is the Subscriber's sole responsibility to obtain any required permits or landlord/owner approval for the placement of equipment on or in the building(s) being installed. AIR-PIPE suggests that the AIR-PIPE equipment in the Subscriber's possession be covered by the Subscriber's homeowners, renter's or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the AIR-PIPE equipment to AIR-PIPE in an undamaged condition. See Section VII. for details regarding maintenance and repair.

Subscriber Initials Stating Comprehension of Section V. _____

VI. AIR-PIPE Service Provision:

In the event of an aborted connection (i.e. insufficient line of sight from a tower to an access point), the Subscriber shall be advised of the connection options available from AIR-PIPE and their respective costs. The Subscriber may at that time choose one of the available options or terminate the Agreement, subject to applicable early termination fees as defined in Section III. The Subscriber is responsible for any additional costs for maintaining signal quality. If it is determined that modifications of the equipment or wiring configurations will not restore signal quality this Agreement may be terminated and all remaining fees and charges on the account will be due within fifteen (15) days of the date of termination. All equipment not purchased by the Subscriber shall be returned in good condition to AIR-PIPE or a designated independent contractor and will be due at that time.

VIII. Maintenance and Repair:

AIR-PIPE is not responsible for maintenance, relocation, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, negligence of the Subscriber, tree growth, snow build-up or snow fall, water elevation, or causes external to the system, such as but not limited to, failure of or faulty electrical power or air conditioning, operator error, or malfunction of the Subscriber's computer and/or peripheral equipment not installed by AIR-PIPE or its affiliates or from any cause other than the intended and ordinary use. The Subscriber will be responsible to reimburse AIR-PIPE in the event that equipment owned by AIR-PIPE is handled or maintained improperly by the Subscriber. AIR-PIPE will repair any AIR-PIPE owned equipment at no additional fee if it is determined the repair needed is due to an AIR-PIPE equipment problem or any problem by its affiliates. The subscriber agrees to maintain electrical power to the equipment at all times to facilitate any/all upgrades to the AIR-PIPE network. AIR-PIPE will assist with replacement warranty on all equipment purchased through AIR-PIPE. Warranty period for equipment purchased on this Agreement is for one (1) year. For repair, maintenance, or relocation of AIR-PIPE equipment or equipment owned by the Subscriber, or for service calls of any nature other than AIR-PIPE equipment failure the following rates and fees will apply:

- A. First hour of on-site repair, troubleshooting or relocation of service is \$85.00 including travel, up to one hour or 50 miles, to the on-site location from the Installer's maintenance facility. Additional hours after the first hour are billed at \$85.00 per hour or the Installer's published fee rate schedule (which ever is higher). The Subscriber will be billed a minimum of one hour.
- B. All technical support fees and charges will be collected at time of service or (with prior arrangement) directly billed by the Installer. Fees will be based on AIR-PIPE or a designated independent contractor published fee rate schedule. **Subscriber Initials Stating Comprehension of Section VII.** _____

IX. Usage and Content Provisions:

Subscriber agrees that his/her usage of the AIR-PIPE Internet service pursuant to this Connectivity Agreement shall be governed by AIR-PIPE's Acceptable Use Policy ("AUP") as it may be amended from time to time (with or without notice) and which is available online at www.air-pipe.com. Use of the service by Subscriber after any amendment, revision, or change to the AUP has been posted shall constitute acceptance of the revised or amended AUP. Subscriber shall have sole responsibility for ensuring that all other users of Subscriber's service understand and comply with the terms and conditions of this Agreement and the AUP. Subscriber further acknowledges and agrees that Subscriber is solely responsible for and liable for any and all breaches of the terms and conditions of this Agreement and the AUP, whether the breach is the result of use by the Subscriber or by any other user.

Additionally, AIR-PIPE drops all peer to peer (P-2-P) networking protocols through AIR-PIPE's Firewall. Static/Public IP Addresses can be acquired from AIR-PIPE that allows these protocols to reach the Subscriber. The Subscriber is legally responsible and accountable for the content of the files shared.

X. Liability:

AIR-PIPE, or any other affiliates, subcontractors, employees, resellers, or agents will not be liable to the Subscriber or to any other party for any direct, indirect, incidental, special, punitive, consequential, or other damage, loss (including loss of profits, earnings, business opportunities, or data), inaccuracy of data, allegations, claims, suits, or other services; or personal injury (including death) resulting from, arising out of, or in connection with direct or indirect use of the equipment or Network service. This limitation of liability also includes, but is not limited to the following: a contention that the use of the equipment of Network services by the Subscriber or another party infringes the copyright trademark patent, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party; mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmission, or any failure of performance of the Subscriber's computer, other connectivity equipment, or Network service; the content or services available or otherwise through AIR-PIPE, including the accuracy, quality, and confidentiality of information obtained through third parties through the Network; the activities of other users or Subscribers in accessing or monitoring the Subscriber's computer or the use of the services. This Agreement does not give the Subscriber any interest, title, or license to the assigned Subscriber user ID, IP address, Universal Resource Locator (URL), or domain name that the Subscriber uses with AIR-PIPE high-speed Network services.

XI. Governing Law and Venue:

The laws of the State of Washington shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be in Spokane County, WA.

XII. Attorney Fees:

The Subscriber and AIR-PIPE agree that should either party bring action or enforcement, interpretation, or otherwise under this Agreement, the prevailing party in such action shall be entitled to all attorney's fees and costs including those incurred in any appeal.

XIII. Entire Agreement:

This Agreement and the formal Customer Proposal, attached hereto or incorporated herein by reference, shall constitute the entire Agreement of the parties and shall supersede any other terms and conditions proposed by or representations made by the parties. If any portion of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

XIV. Special Provisions:

XV. Pricing:

Recurring Fees:

High-Speed Internet Service Option _____

Monthly Internet Service rate _____

Public IP Address _____

Nonrecurring Fees:

Installation _____

First Two Months Service _____

Fuel Surcharge _____ \$15.00 _____

Total _____

I, the Subscriber, have read, understood, and agree to the terms and conditions of this Agreement. AIR-PIPE reserves the right to amend this Connectivity Agreement at any time without notice. Current revisions are available online at www.air-pipe.com.

Printed Subscriber Name _____

Mailing Address _____

Date _____

Subscriber Signature _____

Phone Number(s) _____

AIR-PIPE _____

Please print the names of any individuals who would be authorized to make changes to this Agreement. Authorization includes changes with regard to the Service Package Rate, Email addresses, Public IP addresses, or any other changes that require a change in the pricing structure as noted in this Agreement.