

# AGREEMENT FOR WIRELESS INTERNET ACCESS

## Agreement for Wireless Internet Access

This WIRELESS INTERNET ACCESS AGREEMENT (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Oglecom Inc. ("OGLECOM"), and \_\_\_\_\_ ("Client").

1. Oglecom will maintain the radio, cabling and power adapter we have provided ("Oglecom's equipment"). Repair and maintenance of any equipment, including routers, wireless access points and computers connected to Oglecom's equipment is the customer's responsibility. If Oglecom has to come out to repair service where the failure has resulted from the customer's equipment, the customer agrees to pay for a service call.

2. Oglecom shall provide Client with wireless connection to the Internet (the "Connection") In consideration for the Connection, Client shall pay Oglecom the sum of \$\_\_\_\_\_ each month during the term hereof plus a one time activation fee of \$\_\_\_\_\_ which shall be due upon Client's execution hereof. Oglecom will loan to Client such equipment as may be necessary to establish and activate the Connection which may include, but shall not be limited to, receiving antenna, radio equipment and demarcation point (the Oglecom Equipment"). Client shall bear all risk of loss in respect to the Oglecom Equipment and shall return the Oglecom Equipment to Oglecom in good working order within ten (10) days of the date of any termination of this Agreement.

3. Oglecom shall not be responsible or liable for any of the following:

- Any obstruction(s) that might be erected or grow between the antenna at Client's location and the POP which causes degradation or loss of service.
- Debris or ice on the antenna located at Client's location.
- Re-aiming the antenna located at Client's location more than ten (10) days after its installation.
- Repair or restoration of any structure or surface altered or penetrated by Oglecom during the installation or removal of the antenna, mast, tripod, wiring or any other Oglecom Equipment located at Client's location.

4. Client acknowledges that activation and installation fees are non-refundable after the Connection becomes operational (the "Activation Date").

5. The term of this Agreement shall commence on the Activation Date and shall end \_\_\_\_\_ months after the Activation Date. Unless notice is given by either party to the other not less than thirty (30) days prior to the end of the initial term, this Agreement shall automatically be renewed for additional term(s) of thirty (30) days in length until such time as either party provides said thirty (30) day notice of termination. Oglecom may change the monthly charges payable under this Agreement for any renewal term by notifying Client at least thirty (30) days prior to the beginning of any renewal term of such a rate change. In the event that the Activation Date is delayed as a result of Client's failure to provide access or any site condition necessary to make the Connection operational, the term of this Agreement shall commence on the date on which Oglecom first attempts to install the Oglecom Equipment.

6. The Connection and Oglecom's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret or material that is otherwise deemed to be proprietary or judged by Oglecom to be inappropriate or improper, such as transmitting bulk e-mail messages.

7. The Connection is intended solely for use within the home, apartment or office building in which it is originally installed. Client may not share the connection with other locations, unrelated parties, other business entities or their employees. Reselling Internet services obtained through the Connection is strictly prohibited.

8. Through the Connection, Oglecom provides Client access to the Internet. Client hereby acknowledges that the Internet is a separate and independent network of computers which is not owned, operated or managed by Oglecom or in any way affiliated with Oglecom or any of its affiliates. Client's use of the Internet shall be solely at Client's own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems many of which are beyond Oglecom's authority and control.

9. Client agrees to comply with Oglecom's published acceptable use policy in respect to all use of the Connection.

10. Client will be invoiced monthly in advance for amounts due and owing to Oglecom. All payments are due within 7 days (30 days for business Clients) after the date of such an invoice. Client's use of the Connection may be suspended if payment is not received by Oglecom within 14 days (38 days for Business Clients) of the date of such an invoice. Payments shall be made at, or mailed to Oglecom at: 1904 S. 7th St, Rockford, IL 61104, or at any alternative address as Oglecom may subsequently advise Client of.

11. If Client terminates this Agreement anytime after the initial thirty (30) day period, but before expiration, Client will pay a lump sum of \$200.00, plus any additional fees for disconnection and removal of equipment from client premises. If Client's use of the Connection is terminated by Oglecom for violation of Oglecom's acceptable use policy, Client shall pay, immediately, a lump sum equip to their remaining contract term plus a fee assessed for the extra time and effort for Oglecom's staff enforcing the Acceptable Use Policy (AUP).

12. Permitting and Landlord Approval. It is Client's responsibility to obtain any required permits or Landlord approval for the installation of Oglecom Equipment on property not owned by Client or subject to any restriction or building code provision requiring a building permit for such installation. Any fees relating to the termination of service relating to Landlord or building code disputes will be solely the responsibility of the Client.

Landlord consents to the installation, maintenance and Removal of equipment required for the Connection.

\_\_\_\_\_  
Signature of Landlord for Approval

13. Client understands that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between the POP and the antenna located at Client's location may block the signal and cause the failure of the Connection. In the event that foliage disrupts service, Oglecom will attempt to reconfigure the equipment to restore service. Client may incur charges for any extra hardware and service labor at that time. If service cannot be restored within fifteen (15) days of Client's notice to Oglecom of a service interruption, either party may terminate this Agreement. Upon any termination of this Agreement, pursuant to the preceding sentence, Client shall receive a refund of a pro rated portion of the service fee for any period in excess of forty-eight (48) hours that Client has paid for service, but the Connection was not operational.

14. Download speeds burst up to rated amount and are not guaranteed. Oglecom gives discounts due to down-time at its discretion. Oglecom does not give discounts for outages caused by acts of God, i.e. lightning, weather. Oglecom does not offer discounts for service if Client is away or on vacation.

15. Oglecom does its best to protect Client's privacy. Oglecom does not share any information about its customers to anyone outside of its organization. Oglecom does, however, cooperate fully with government and law enforcement agencies to track down illegal activity originating from its network.

16. Oglecom reserves the right to limit the total amount of data transferred to or from anyone using its network.

17. Client consents to the periodic monitoring of Client's use of the Connection and OGLECOM's network by OGLECOM as may be reasonably required by OGLECOM to conduct its quality control activities for the benefit of both the Client, as well as OGLECOM's other Clients and Business Partners.

18. Upon the occurrence of a breach by Client of any provision hereunder, OGLECOM reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Client thereunder. Client agrees to pay all costs incurred by OGLECOM in enforcing the terms of this Agreement, including, but not limited to reasonable attorney fees. In the event of any litigation arising out of this Agreement, the other party shall indemnify the prevailing party for all costs incurred in such litigation, including, but not limited to, reasonable attorney fees.

19. This Agreement is deemed to be entered into in the State of Illinois and the parties agree that any dispute arising under this Agreement shall have its venue in Winnebago County, Illinois and any such dispute shall be governed by and constructed in accordance with the laws of the State of Illinois.

20. OGLECOM may assign this Agreement without Client's prior consent and all of OGLECOM's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of OGLECOM. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. OGLECOM may modify these terms and conditions upon written notice published on its web site. Client's continued use of service after such notice shall constitute Client's acceptance of the modification of this Agreement.

22. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

23. All notices, elections and waivers required or otherwise given hereunder shall be in writing and shall be served, unless otherwise provided, on the parties or their respective attorneys, if any, personally; by mail with postage prepaid and deposited into the United States mail; by facsimile transmission; or by electronic mail at the addresses set forth below. If mailed or transmitted as aforesaid, notices, elections and waivers shall be deemed given on the date of such mailing or transmission (except as elsewhere provided herein).

24. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Illinois \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date

OGLECOM: Oglecom, Inc.  
Address: 1904 S. 7th St  
Rockford, IL 61104  
Phone: 815-397-6822  
Fax: 815-316-8807  
E-mail: Support@oglecom.com

Signature: \_\_\_\_\_  
Date