

Terms and Conditions of Services for Wireless and Internet Services

The following sets forth the terms and conditions by which Orbit Broadband, Inc. ("ORBIT") provides wireless and Internet services (the "Service" or "Services") to each subscribing customer (the "Customer"). Each Customer elects to subscribe to the Services for the Minimum Service Term set forth on the Customer Service Agreement. If no Minimum Service Term is selected for the applicable Service, then the Minimum Service Term shall be one year from the date of commencement of Service.

The Customer understands that, in order for the Customer to use the Service, the Customer must obtain proper equipment and installation supplied by ORBIT. The Customer further agrees that, should the Customer terminate Service prior to payment of all applicable amounts and/or fulfillment of the Minimum Service Term commitment, the Customer will be obligated for, and hereby agrees to immediately pay, any applicable amount for the following items which are not paid in full at the time of termination: (i) activation fee, (ii) installation fee, and/or (iii) wireless equipment. Additionally, the Customer agrees to pay a reimbursement of the total reductions, discounts and promotional offerings accepted by the Customer in connection with this Agreement.

The Customer agrees that the following terms and restrictions apply to the Services:

- Installation will require an on-site survey for signal strength and installation of equipment from a certified installer for ORBIT.
- The Customer is responsible for the following charges (to the extent applicable): all city, state, and federal taxes and other required charges on the Service provided, and any third-party fees that may apply to said Service; the cost for installation of any additional equipment or service that ORBIT may install on the Customer's computer or premises; the cost of any other service for which there is a service charge; and the replacement cost of all ORBIT parts or equipment that may be damaged, lost, or stolen while in the Customer's possession.
- The listed speeds for any Service offering may not be available due to geographic and a number of other factors. Speed is not guaranteed. Actual data transfer or "throughput" may be lower than sync-rate due to Internet congestion or configuration, server or router speeds, protocol overheads, signal strength or other factors which cannot be controlled by ORBIT.
- The specific rates and charges for the Service are set forth on the attached price list.

ORBIT reserves the right to change pricing for its services at any time without notice to Customer; provided that ORBIT will not change the basic rate for service for ordered services during the term commitment period applicable to the Customer. Following expiration of a term commitment or on any payment default by Customer, ORBIT may adjust the rates for Services to reflect any pricing increases made by ORBIT for the applicable services.

Payment of each invoice for the services is due in full within fifteen (15) days of the invoice date at the invoice address for payment. Customer agrees to pay interest on any amounts past due at the rate of 1 5% or \$15per month (or the maximum amount required by law, whichever is more). Customer also agrees to pay ORBIT' costs of collection, including reasonable attorneys' fees. Customer agrees that ORBIT may suspend and/or terminate service if any amounts due ORBIT are not paid by their due date. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. Any invalid, illegal or unenforceable provisions shall be reformed and modified so that they express the original intent of the parties hereto as closely as reasonably practicable without being invalid, illegal or unenforceable. **Customer agrees to pay an early termination charge in the event Customer cancels or terminates service prior to expiration of the Minimum Service Term of the greater of (i) six (6) months MRC for the applicable service commitment or (ii) \$250.00.**

ORBIT will use reasonable efforts to provide Services in accordance with prevailing industry standards. ORBIT MAKES NO OTHER WARRANTIES CONCERNING THE SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT WILL ORBIT BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL OR LOSS OF PROFITS ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF ORBIT'S OBLIGATIONS HEREUNDER. CUSTOMER'S SOLE REMEDY RELATED TO ANY DEFECT OR FAILURE OF THE SERVICES IS LIMITED TO A REFUND OF THE PRO RATED PORTION OF THE MONTHLY CHARGES FOR THE AFFECTED SERVICES UP TO AN AGGREGATE MAXIMUM OF ONE MONTH'S CHARGES.

The Customer agrees that the installation, inspection, maintenance, repair, and/or removal of any equipment could result in service outages or potential damage to the Customer's computer, computer network and/or the contents thereof. Accordingly, the Customer agrees that they are solely responsible for providing any needed back-up for their information and data and that in no event will ORBIT or any of their employees, agents, contractors, or business associates be liable for any loss of data or damage to the Customer's computer, computer network and/or the contents thereof.

Unless expressly identified as being sold to Customer, title to all hardware provided by ORBIT in connection with this Agreement (the "Equipment") shall remain with ORBIT. ORBIT's repair and maintenance obligations as to its Equipment are limited solely to ordinary wear and tear and shall not include maintenance and repair necessary as a result of any other cause, including without limitation, vandalism or intentional or negligent acts or omissions by the Customer or third parties. Maintenance and repairs related to such are the Customer's sole responsibility and liability. The Customer shall provide appropriate space, power and environment for, and take reasonable care of, the Equipment. Unless expressly agreed to in writing, the Customer will be solely responsible and liable for connection of the Customer's computers and other equipment to the Equipment. The Customer will at all times be solely responsible and liable for the maintenance and repair of Customer's computers and Customer's other equipment. Upon expiration, cancellation or termination of this Agreement, the Customer shall return to ORBIT all Equipment within thirty (30) days following termination. ORBIT will charge the Customer the undepreciated list price of the unreturned Equipment in addition to all applicable late return fees. Customer and members of Customer's household or business are the only authorized users of the account and must comply with this Agreement. Customer must keep all passwords and identifications confidential so that no one else may access the Services through Customer's account. Customer must notify ORBIT immediately upon discovering any unauthorized use of the account. Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Usernames and passwords are ORBIT's property and ORBIT may alter or replace them at any time.

Customer hereby grants ORBIT and ORBIT's agents, employees, contractors, and representatives permission to enter Customer's premises in order to install, maintain, inspect, repair, or remove ORBIT Equipment and/or connect the Service. The Customer understands that Customer must be present during an installation appointment at a mutually convenient time for ORBIT and the Customer.

The Customer acknowledges that the Internet is an ever-changing network not controlled by any single government or entity, but reliant upon the interconnectivity and operability of various networks. ACCORDINGLY, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY INTERNET ACCESS AS WELL AS ALL SERVICES RELATED TO SUCH ACCESS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS". No advice or information given by ORBIT, its affiliates or its contractors or their respective employees shall create a warranty. Neither ORBIT nor its affiliates warrants that service will be uninterrupted or error free or that any information, software or other material accessible through the Internet is free of viruses, spyware, worms, trojan horses, or other harmful components. The Customer also understands that the Internet contains unedited materials, some of which are explicit and/or offensive. ORBIT has no control over and accepts no responsibility whatsoever for any such materials. The Customer agrees Customer accesses such materials at Customer's own risk.

The Customer (which for purposes hereof includes any authorized user of Customer) agrees not to use or permit its users to use the Services provided by ORBIT in ways that violate laws, infringe the rights of others, interfere with the users of ORBIT's network or other networks, or otherwise violate ORBIT's Acceptable Use Policies as set forth at <http://www.orbitbroadband.com> (the "AUP") and incorporated herein by reference. A printout or emailed copy of the AUP will also be provided to Customer upon request. ORBIT reserves the right to modify the terms and conditions of the AUP from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned web site to review any such changes. The use of the Services by Customer after any changes to the AUP will constitute Customer's acceptance of any changes. If Customer violates the AUP, ORBIT may immediately suspend the Services without prior notice. ORBIT also reserves the right to terminate the Services in the event of chronic or uncured violations of the AUP as determined by ORBIT. ORBIT shall be under no obligation to monitor the compliance of Customer with the AUP.

Wireless systems use radio channels to transmit voice and data communications over a network. Privacy cannot be guaranteed, and we are not liable to Customer or any other party for any lack of privacy resulting from using any wireless Services of the ORBIT. Customer acknowledges that the wireless Service is not inherently secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, ORBIT cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from use of the Service. Customer acknowledges that Customer is responsible for taking such precautions and providing such security measures best suited for Customer's situation and intended use of the Service. ORBIT strongly encourages Customer to obtain ORBIT-provided security solutions, such as virtual private networks, encryption and personal firewalls, as more fully described at <http://www.orbitbroadband.com>