

CPE-Labs

Broadband Subscriber Agreement

Please read this Subscriber Agreement carefully since it contains important contract rights and obligations between you and CPE-Labs, as well as important limitations on those rights.

The following Master Services Agreement (“MSA”) Terms and Conditions between CPE Labs, (hereafter referred to as “we”, “us”, and “our”) and its Customer (hereafter collectively referred to as “you” and “your”) describes the mutual agreement under which CPE-Labs provides satellite access and other services to you. We and you are each a “Party” and collectively referred to as “Parties.” The MSA and the Terms and Conditions, together with any other referenced documents, constitute our entire Agreement and supercede any prior contemporaneous discussions and understandings, written or verbal.

In consideration of this Agreement, we provide the satellite access and other services to you and you agree to purchase these services under the following provisions:

1. **Description of Services Provided.** We will provide you with satellite access and related services during the term of this Agreement. For the purposes of this contract “services” describes Internet Service Provision from SkyVista Communications and first line support from CPE Labs. CPE Labs can not warrant or make any assertions that service provided by SkyVista will either meet, or exceed, the minimum performance standards as determined by the level of service provided by SkyVista. CPE Labs will provide all support as reasonably possible at no charge to you in the resolutions of any service related issue.
 - a. **Internet Service.** CPE Labs through SkyVista will provide the customer with broadband access to the internet.
 - b. **Maintenance Service.** CPE Labs will provide first level service billable at \$40 per hour. Such service includes phone support extended to the customer’s usage of the Internet service and any other networking hardware involved in the performance and delivery of said internet service. Customer is able to purchase a yearly maintenance service offering at any time including the time of the initial purchase. Maintenance service is automatically renewed yearly unless cancelled by the customer. On site support is also available from CPE Labs for an additional fee.
 - c. **Extended Warranty.** CPE Labs offers an extended warranty on all parts and labor associated with the IP satellite service. First year warranty for SkyVista covers the dish, transmitter, and indoor unit only. The extended warranty covers all SkyVista components as well as any pole mounts, cabling, ground blocks, network equipment purchased or installed by CPE Labs. The extended warranty also covers truck roles and on site repair work needed to repair or service any of the covered hardware. This warranty is billed annually and can be renewed for the life of the hardware.
 - i. **Non-Serviceable Components and Hardware.** While any hardware is covered under an extended warranty and the original unit becomes un-repairable or un-replaceable CPE Labs will provide the appropriate hardware to replace it functionally. Any such replacement may require a modification to the customer’s billing service and rate and is the responsibility of the customer. Customer has the right to refuse upgrade service and release said equipment from extended warranty coverage.
 - ii. **Annual Renewal.** CPE Labs, at annual renewal may elect to remove some hardware from extended warranty if the piece in question becomes un-maintainable and/or has reached the end of its product support life.
2. **MODIFICATIONS; RIGHTS OF CANCELLATION OR SUSPENSION**
 - a. **MODIFICATION OF THIS SUBSCRIBER AGREEMENT; NOTICES.** Upon notice published over the Service, we may at any time modify this MSA, including, without limitation, pricing and billing terms. We may, but are not required to, notify you by email, online via one of more of the web sites within the service, including cpe-labs.com, or other electronic notice. In the event you do not agree to such changes or additions, then you must cancel your subscription and stop using the service prior to the effective date of such modifications. Your continued use of the service after the effective date of such modifications constitutes your acceptance of such modifications.
 - b. **MODIFICATION OF THE SERVICE.** We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service or membership. In particular, we specifically reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content appearing on or transmitted through the Service. We may, among other things, (a) establish general practices and limits concerning the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time; (b) have no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Service; (c) subject to our Statement on Privacy, make available to third parties information relating to Services or its subscribers, (d) withdraw, change, suspend or discontinue any

functionality or feature of the Service, (e) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers, and (f) shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service which may occur for routine maintenance, routine or extraordinary repairs, or the need to respond to a virus or other attack on the system or using the system. In the event that we determine to undertake any such change, we may, but are not required to, notify you by email, online via one of more of the web sites within the Service, including cpe-labs.com, or other electronic notice. In the event you do not agree to such changes, then you must cancel your subscription and stop using the Service prior to the effective date of such changes. Your continued use of the Service after the effective date of such changes or additions constitutes your acceptance of such changes. In addition, please note that we may automatically check the version of Surfbeam Modem Software System you are running and we may provide upgrades to the System that will be automatically downloaded to your system. In addition, we may check the health and status of your System to ensure that the configuration of your computer is optimized for use with the Service.

- c. **Termination by Subscriber.** In the event that we modify this MSA, the Service or related pricing or billing terms, you may immediately terminate your account and this MSA. Subject to your payment of the cancellation charges herein described, you may also do so at any other time and for any reason or for no reason upon thirty (30) days written notice. You must terminate this Agreement in accordance with the terms and conditions specified herein; failure to do so may delay or prevent us from knowing that a termination was intended. In such event you will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or we have acknowledged such termination in writing. In the event you cancel your subscription to the Service prior to the expiration of the minimum commitment period specified for your applicable service plan, you may be subject a cancellation fee consistent with the remaining value of any and all monthly charges as well as any subsidies relating to hardware purchases.
- d. **Termination or Suspension by CPE Labs.** We may immediately terminate your account and this Subscriber Agreement in the event of any breach of this MSA by you or a user of your account. We reserve the right in our sole discretion to terminate your account and this MSA at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part. In the event that we either terminate or suspend your account and or this Agreement for reasons other than breach of this Agreement, then we shall provide you 30 days notice of such suspension or termination.
- e. **Continuation of Obligations.** Notwithstanding any cancellation or termination of this MSA nor any suspension or termination of access to or use of the Service, you will remain responsible for any obligations accrued to the date of such action, including payment of any charges that may be due as a result of or in connection with such action(s). Your payment and other obligations under this MSA are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this MSA or of any law or legal obligation by your or any user of your account.
- f. **Service Term, Renewal and Cancellation.** The initial term of this Agreement shall be one year from the Activation Date and shall automatically renew on the one year anniversary date of the Activation Date on a month to month basis, unless either of us provides the other with thirty (30) days written notice prior to such anniversary that it intends to terminate the Agreement. Because we have made network and capacity commitments to handle your services, if you cancel our services for any reason before the expiration of the then present service term then you agree to pay the following charges: \$ 500 in the first year of service, \$ 0 anytime thereafter. Customer may cancel services within the first 30 days if both parties agree that services are not meeting specifications and issues cannot be resolved. Upon cancellation within the first 30 days a refund will be tendered once all tangible property inclusive of any networking hardware, satellite outdoor and indoor units which are repossessed by CPE Labs in good working order. Any permanently mounted poles, cables, or installation service charges will not be removed or refunded. Any returned damaged hardware will be repaired and the repair cost will be deducted from any refund as a consequence of this provision.

3. **WHO MAY USE THE SERVICE? – RESPONSIBILITY AND SUPERVISION.**

- a. **AGE AND ACCOUNT SETUP. AGE AND ACCOUNT SETUP.** You represent that you are at least 18 years of age and have the right and ability to enter into this MSA. You agree that you are responsible for installing, establishing and setting up, and for verifying and maintaining, the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information. These account functions may be performed only by a person at least 18 years of age, without exception.
- b. **Multiple Use of Account.** For business purposes CPE Labs imposes no limits on the number of users that may use your account as long as you authorize them to do so. CPE Labs does require that any and all users make use of this Service as outlined in this MSA.
- c. **Installation of Satellite and Networking Equipment.** You acknowledge and agree that we or our designated service provider may be required to access your premises or system in order to install and maintain the components necessary for you to access the Service. This may include opening your computer, network hardware, or other systems, to install, repair or replace equipment or install software on your hardware at your location. By accepting this Agreement, scheduling a service or installation visit, and permitting us or our service provider to enter your location, you hereby authorize us or our service provider to access your systems for the purpose of installing, repairing or replacing the components necessary. **NEITHER WE NOR OUR SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO**

YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR SYSTEMS. This limitation does not apply to any damages arising from the gross negligence of willful misconduct of any installation or maintenance service provider. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

- d. **Subscriber Responsibility.** You shall be responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for service, or for software or other merchandise purchased thereon, or any other expenses incurred in accordance with the terms of this MSA. You promise to pay such amounts billed for such service, software, or merchandise and any related fees, taxes and charges. Permitted users of your account are limited to family members or business employees within the permanent principal installation location. You acknowledge that you are aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who use the Service through your account. You hereby ratify and confirm any obligations a minor using your account enters into or assumes and any promises or permissions such minor makes or gives. You also agree to: (a) provide us with true, accurate, current and complete information about yourself; and (b) promptly update this information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect this, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).
- e. **Internet Content.** YOU ACKNOWLEDGE THAT INTERNET SITES, AND USE OF THE INTERNET, MIGHT CONSIST OF, INCLUDE AND/OR PROVIDE ACCESS TO IMAGES, SOUND, MESSAGES, TEXT, SERVICES OR OTHER CONTENT AND MATERIAL THAT MAY BE UNSUITABLE FOR MINORS AND THAT MAY BE OBJECTIONABLE TO MANY ADULTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH CONTENT OR MATERIAL AND AGREES THAT ACCESS TO SAME THROUGH USE OF THE SERVICE IS AT YOUR SOLE RISK. The reliability, availability, legality, performance and other aspects of resources accessed through the Internet are beyond our reasonable control and are not in any way warranted or supported by ourselves or our third party contractors. You acknowledge that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. You confirm that you assume all risk and liability of any use of the Internet through your account, including your continuous compliance with the Subscriber Agreement.

4. **Fees and Payment.**

- a. **Fees, Taxes and Other Charges.** You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, connect time charges, ISP service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect for the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes related to your use of the Service or the use of the Service by users of your account. Information on charges and surcharges (if any) that are to be paid to us and are incurred by you or by users of your account will be made available by contacting our billing department, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. We reserve the right to increase fees, surcharges, monthly subscription fees or to institute new fees at any time upon 30 days prior notice. You understand and acknowledge that you may not receive a bill in the mail for your Service. Additional terms relating to pricing, billing and payment and which are an integral part of this MSA are set forth and available on the CPE Labs Website.
- b. **Payment.** Except where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by ourselves from time to time, you agree that you will provide a major credit or charge card (i.e., MasterCard, Visa, American Express or Discover) that we may charge for all Service fees or other amounts payable under this Agreement. Additionally, you agree that we may pre-charge your monthly Service fee to the credit or charge card supplied by you during activation or subscription. With respect to such charges the following authorization applies: You authorize automatic credit or charge card billing by ourselves. You agree that the charges described above will be billed to the credit or charge card that you have provided when you applied for the Service. YOU MUST PROVIDE CURRENT, COMPLETE, AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION IN ORDER TO KEEP YOUR ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER OR CREDIT CARD EXPIRATION DATE). CHANGES TO SUCH INFORMATION CAN BE MADE THOROUGH CPE LABS BILLING DEPARTMENT. IF YOU FAIL TO PROVIDE US WITH ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY SERVICE PROVIDED UNDER YOUR ACCOUNT. You agree that all charges are considered valid unless disputed in writing within fifteen (15) days of the date you receive your credit or charge card bill. You agree that we will not be responsible for any expenses that you may incur resulting from overdrawing my bank account or exceeding my credit limit as a result of an automatic charge made under this Subscriber Agreement. Credit card payment is not required for residents, or businesses, of states where payment by credit cards may not be made mandatory. If you think a charge is incorrect or you need more information, you should contact our billing department. You must contact us within 60 days of receiving the statement on which the error or problem appeared. Upon request we will make available to you a statement for each billing cycle showing payments, credit purchases and other charges. Payment of the outstanding balance is due in full each month. If your

payment is not received by us before the next statement is issued, you may be charged interest on the delinquent balance at the rate of one and one-half percent (1.5%) per month, prorated on a daily basis. Furthermore, if we do not receive payment from you before your next statement is issued, we have the right to suspend or cancel your subscription to the Service without notice. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to statements starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with restrictive endorsements, we can, but are not required to, accept them, without losing any of our rights to collect all amounts owed by you under this Agreement. In the case of late payment or non-payment for any of the Services ordered by you or any of the charges stated herein, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs, as provided by applicable law.

- c. **Automated Clearing House ("ACH") Payments.** if you have made arrangements for us to collect our invoice by automatic transfer from your bank account through and ACH payment, you agree to notify us within ten (10) days of any change to your bank account information.
 - d. **Late Payment and Collection Charges.** Any payment not received within thirty (30) days of the invoice date (the "Due Date") will accrue interest at a rate of one and one-half per cent (1-1/2%) per month or fractional month, or the highest rate allowed by applicable law, whichever is lower. If a bank payment on line is returned a non-sufficient funds charge stipulated to be the greater of \$30.00 or the actual bank charges to us. If you are delinquent in your payments, we may, by written notice to you, modify the payment terms to require advance payment before the provision of services or require other assurances, such as a security deposit, to secure your payment obligations.
 - e. **Commencement and Duration of Subscriber Fees.** You acknowledge that (subject to any exceptions granted by us) a monthly subscription fee will apply for each and every month (or portion thereof) that you are a Subscriber. Your account will continue until you cancel the account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Subscriber Agreement). As stated above, you may cancel your account at any time, subject to payment of the cancellation fee, if applicable. The monthly subscription fee shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with the terms and conditions stated herein.
 - f. **Reactivation.** If your service is inactivated because you did not submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a deposit before reactivating your Service, which shall not exceed one (1) year subscription fees. Amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as set forth above. Any unpaid amounts will be deducted each billing cycle from the credit amount. Credit amounts shall not earn or accrue interest. If your Service is inactivated for any reason, including at your request or because of your failure to pay past due amounts, and you want to reactivate the service, you agree to pay a reactivation fee in accordance with our then current rates. In addition you must bring your account up to date by making payment in full of any outstanding balance, fees and charges.
 - g. **Ancillary Equipment, Services.** It is your responsibility, at your own expense, to obtain, maintain, and operate suitable and fully compatible terminal equipment, and communication devices required to access the Service. You are responsible for all telephone charges incurred in connection with using the Service. YOU ACKNOWLEDGE THAT CERTAIN SUBSCRIBER EQUIPMENT MAY HAVE BEEN ACQUIRED BY YOU SEPARATE AND APART FROM THIS MSA. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING SUCH SUBSCRIBER EQUIPMENT. WE MAKE NO REPRESENTATION OR WARRANTIES PURSUANT TO THIS MSA, EITHER EXPRESS OR IMPLIED, REGARDING SUCH SUBSCRIBER EQUIPMENT -- ALTHOUGH YOU MAY HAVE LIMITED WARRANTIES UNDER A SEPARATE PURCHASE AGREEMENT.
5. **Credit Approval.** Your execution of this Agreement signifies your acceptance of our initial and continuing credit approval procedures and policies. We reserve the right to withhold activation of services pending our initial satisfactory credit review. We reserve the right to modify our credit requirements in light of your actual usage and payment history. We may also run credit reports on you at any time. You agree to provide us with updates on your financial condition or otherwise, upon our request.
6. **Taxes.** All fees charged by us for services are exclusive of all (federal, state or local) taxes and similar fees (whether considered imposed on us or you, and regardless of characterization as sales, use, excise, gross receipts, privilege, duties, fees or other similar liabilities) now in force or enacted in the future imposed on the transaction and/or the delivery of services, all of which you will be responsible for and will pay in full, except for taxes based on our net income or property taxes. You shall pay such additional charges for taxes in addition to all other charges provided for herein.
7. **Resale Certifications or Tax Exemption.** . If you are eligible for exemption from certain taxes imposed on us, yourself or the delivery of services, we will continue to charge for all such taxes and you shall pay for all such taxes until such time as you deliver appropriate certifications or exemption certificates to us in accordance with the applicable taxing laws or regulations.
8. **Billing Disputes.** Notwithstanding the foregoing, late payment charges shall apply (but shall not be due and payable for a period of thirty (30) days following the Due Date) for amounts reasonably disputed by you, provided that you: (a) pay all undisputed charges on or before the Due Date, (b) present a written statement of any billing discrepancies to us in reasonable detail on or before the Due Date of the invoice in question, and (c) negotiate in good faith with us for the purpose of resolving

such dispute within said thirty (30) day period. In the event such dispute is resolved in our favor, you agree to pay us the disputed amounts together with any applicable late fees within ten (10) days of the resolution. In the event such dispute is resolved in your favor, you will receive a credit for the disputed charges in question and the applicable late fees. In the event the dispute cannot be resolved within such thirty (30) day period (unless we have agreed in writing to extend such period), all disputed amounts together with late fees shall become due and payable, and this provision shall not be construed to prevent you from pursuing any available legal remedies. We shall not be obligated to consider any of your notices of billing discrepancies which are received by us more than thirty (30) days following the Due Date of the invoice in question.

9. **Default.** You will be in default if (a) you do not pay any amount due within thirty (30) days of when it first becomes due; or (b) you break any of your commitments or obligations to us under this Agreement; or, (c) you cause us to be insecure with your willingness or ability to pay. Typical agreed examples of such reasonable causes are: you become insolvent, you stop paying your debts as they become due, you stop doing business as a going concern, you or a guarantor dies or becomes insolvent, you consolidate or merge without our written consent, you or any guarantor fail to affirm or assume this Agreement within sixty (60) days of filing bankruptcy.
10. **Remedies.** If you default, we may do any or all of the following: (a) we may exercise any right we have by law or equity, for which you, including any guarantor, expressly waive any required notice; (b) we may refer this matter to an attorney for appropriate legal action, in which case you agree to pay our reasonable attorney's fees and actual costs, including our travel costs to any deposition or court appearance; (c) we may, upon ten (10) days written notice to you, suspend your service until payment of all amounts owing (as provided under *Suspension of Service* below, including late fees, reactivation fees and any other costs; and, (d) we may process billings for cancellation charges. (e) You agree that through your default action you are affirming our right of lien against any and all equipment and tangible property purchased from CPE Labs for Services billed. This right of lien empowers CPE Labs to reposes all such tangible property in order to cancel any and all debts related to bankruptcy proceedings.
11. **Suspension of Service.** In the event all undisputed charges due pursuant to our invoice are not paid in full by the Due Date or disputed charges owed by you, if any, are not paid in full by the time specified under *Billing Disputes* above, we shall have the right, after giving you ten (10) days prior written notice ("Suspension Notice") and the opportunity to pay such charges, to suspend all or any portion of our services until such time that you have paid in full all undisputed charges then due to us, including any late fees. Following such payment, we shall reinstitute services to you only when you have provided us with satisfactory assurance of your ability to pay for services (i.e., a deposit, letter of credit or other means acceptable to us) and your advance payment of the cost of reinstating services. If you fail to make the required payment by the date set forth in the Suspension Notice, you will be deemed to have canceled the services suspended effective as of the date of suspension. Such cancellation shall not relieve you of payment for any amounts owing to us.
12. **Specific Restrictions on Use of the Service.**

a. Prohibited Conduct. You agree not to use the Service as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are libelous, defamatory, invasive of another person's privacy, obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason; (c) hurts minors in any way; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; (e) intentionally or unintentionally violate any applicable local, provincial, state, national or international law, including, but not limited to, rules, orders and regulations having the force of law; (f) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL or DNS address, or to attempt to penetrate or penetrate our security measures or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (g) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks; (h) to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with or redirect email intended for third parties using the Service; (i) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet; (j) to post information on newsgroups which is not in the topic area of the newsgroup; (k) to interfere with another person's usage or enjoyment of the Internet or this Service; (l) to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (m) to damage the name or reputation of CPE Labs or SkyVista, or any of their respective parents, affiliates and subsidiaries, or any third parties; (n) to transmit confidential or proprietary information, except solely at your own risk; (o) to violate our or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (p) to generate excessive amounts (as determined in our sole discretion) of Internet traffic, or to disrupt net user groups or email use by others; (q) to engage in activities designed to or having the effect of degrading or denying Service to others (including activities that compromise a server, router, circuit or software); (r) to use any name or mark of CPE Labs, SkyVista, or their respective parents, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner; (s) to use the Service or the Internet in a manner intended to threaten, harass, or intimidate others; (t) to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (u) to use the Service to disrupt the normal flow of online dialogue, (v) to use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service; (w) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (x) to impersonate any person or using a false name while using the Service; (y) to install "auto-

responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others; (z) to make false or unverified complaints against any subscriber, or otherwise abusing any of our complaint response procedures; (aa) to export software or any information in violation of US export laws; or (bb) to use the Service in contravention of the limitations of the pricing plan you have chosen.

- b. Illegal or Competitive Purposes.** You agree not to use the Service nor any of its elements or related facilities or capabilities to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation or legal obligation.
- c. Compliance with Laws.** You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this MSA.
- d. Other Obligations Relating to Content.** You agree we do not, and we shall not without cause, pre-screen content transmitted by you over the Service, but we shall have the right (but not the obligation) in our sole discretion to refuse or move any such content that is available via the Service, including without limitation any content that violates the terms of this Agreement or is otherwise objectionable. You agree to evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content, and acknowledge that you may not rely on any content created by, or submitted to, ourselves. You agree we may preserve and disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of this Agreement; (c) respond to claims that any content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Hughes Network Systems, its users and the public.

- 13. No Endorsement.** We do not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other content on or made available through the Service. None of such content should be construed or understood to constitute or reflect the views or approval of CPE Labs, SkyVista or any of the subsidiaries or affiliates. We do not recommend that such content be relied on for reaching important decisions or conclusions without appropriate verification and, as appropriate, professional advice.
- 14. Equipment Installation Liability.** We will make arrangements through CPE Labs in house or outsourced fulfillment installation entities to install the equipment you have ordered for installation in order that your service can be activated as soon as possible. You agree to complete the Site Survey Form and obtain any permissions or licenses required to install the equipment and provide any required environmental conditions. You also agree that we are not responsible for maintenance or support of the equipment or any failures of our service as a result of your failure to maintain the equipment.
- 15. Use and Control of Information; Member Communication; Ads.** We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit our use of other information not addressed in this Section. We will be free, in our reasonable good faith discretion and without notice, to provide Subscriber and user information and records to the courts, law enforcement agencies, or others involved in prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity, and to maintain and use internally such information and records. Information generated by or in connection with our administration of the Service shall be and remain our exclusive property. We may also from time to time provide online, telefax, telephone, email, mail and other communications to our Subscribers and users on matters pertaining to the Service, its features, its sponsors or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonably and in good faith. You acknowledge that communications with us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither you nor any user shall in any event have any claim with respect to any proceeds from such activities. We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit our use of other information not addressed in this Section. We will be free, in our reasonable good faith discretion and without notice, to provide Subscriber and user information and records to the courts, law enforcement agencies, or others involved in prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity, and to maintain and use internally such information and records. Information generated by or in connection with our administration of the Service shall be and remain our exclusive property. We may also from time to time provide online, telefax, telephone, email, mail and other communications to our Subscribers and users on matters pertaining to the Service, its features, its sponsors or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonably and in good faith. You acknowledge that communications with us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither you nor any user shall in any event have any claim with respect to any proceeds from such activities.
- 16. Liability for Unauthorized Use.** You agree to notify us immediately after you sell, give away or otherwise transfer your Service equipment to anyone else. You are considered the registered recipient of the Service until we receive such notice, and you will be liable for any charges or fees incurred by the use of your Service equipment by anyone else up to the time that

we receive your notice, unless otherwise provided by State law. You may not assign or transfer your service without our written consent. If you do, we may inactivate your service. If your Service equipment is stolen or otherwise removed from your premises without your authorization you must notify CPE Labs support center immediately, or else you may be liable for payment for unauthorized use of your Service system. You will not be liable for unauthorized use after we have received your notification.

17. **General Indemnity.** You agree to indemnify us against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account, including any content transmitted over the Service, your use of the Service, your violation of this Agreement, and your violation of any rights of any other person. This includes, without limitation, responsibility for all such consequences of your (or that of any user of your account) violation of this MSA or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content.
18. **Indemnity from Use of Service.** You agree that our services will not knowingly be used for any unlawful purpose and to indemnify us for any actions arising from use of our service including purported violations of copyright, trademarks, or other intellectual property rights of third parties. You agree to reimburse us for all reasonable costs and expenses incurred by us due to our direct participation (either as a party or witness) in any administrative, regulatory or criminal proceeding concerning you, if our involvement in said proceeding is based solely on the provision of services to you.
19. **Proprietary Rights.** Except for public domain material, all copyrightable content distributed over the Service is copyrighted by ourselves or the third-party content provider. We and/or such third party content providers own all right title and interest to such content and you may not copy, distribute, transmit or publish, in any form, including printed, electronic, digitized, audio or otherwise, or modify all or any portion of such content without the prior written consent of the copyright owner; provided, however, that you may store one copy of the content on your personal computer for your personal use for a period not to exceed thirty calendar days. All copyright or other proprietary rights notices contained in or associated with the content or contained therein must be preserved in, or on, any copies made of such material. The placement of copyrighted material in any public posting area, or any software library, without the consent of the copyright owner is in violation of this MSA.
20. **Warranty.** We will use reasonable efforts under the circumstances to maintain our overall service quality in accordance with the terms of our agreement. **WE MAKE NO OTHER WARRANTIES ABOUT OUR SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.**
21. **Consequential Damages Waiver.** **IN NO EVENT WILL EITHER OF THE PARTIES BE LIABLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, REPLACEMENT GOODS, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER.**
22. **Basis of the Bargain; Failure of Essential Purpose.** You acknowledge that we have set our prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties provided, and that the same form an essential basis of the bargain between us. You agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.
23. **Disclaimer of Warranties and Exclusion of Liability.**
 - a. **Disclaimer of Warranties, Liability and Responsibility.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER WE NOR ANY OF OUR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE OR ANY OF OUR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED 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 OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT FOR THOSE WARRANTIES, IF ANY, WHICH ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS SUBSCRIBER AGREEMENT. WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE DIRECWAY SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY OURSELVES, OUR EMPLOYEES, DEALERS, AND LICENSORS OR THE LIKE SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. IN ADDITION, WE FURTHER DISCLAIM ANY LIABILITY OR RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, NON-DELIVERY OR FAILURE TO STORE OR ACCURATELY STORE, ANY E-MAIL OR OTHER COMMUNICATIONS, ADDRESSES OR PERSONALIZATION SETTINGS.

IN PARTICULAR, BECAUSE WE MAY PROVIDE ITS SUBSCRIBERS WITH ELECTRONIC

ACCESS TO THE CONTENT AVAILABLE ON THE SERVICE, WHICH CONTENT MAY BE ORIGINATED BY INDEPENDENT PUBLISHERS AND/OR PROVIDERS AND WHICH CONTENT IS NOT AUGMENTED BY OURSELVES, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION AS ORIGINATED BY SAID INDEPENDENT PUBLISHERS AND/OR PROVIDERS, AND WE SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY ERRORS, OMISSIONS, OR INACCURACIES RELATING THERETO. IF DEFECTIVE, YOU—NOT OURSELVES, OUR DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES OR ANY THIRD-PARTY CONTENT PROVIDER—ASSUME THE CONSEQUENCES RESULTING THEREFROM.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OURSELVES, OUR DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES OR ANY THIRD-PARTY CONTENT PROVIDER, SHALL CREATE ANY WARRANTY IN OR TO THE DIRECWAY SERVICE OR THE CONTENT, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

- b. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY OF OUR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT OUR MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY, OUR DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES OR THIRD-PARTY CONTENT PROVIDER, IF ANY, SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO OURSELVES BY YOU FOR SERVICES FURNISHED UNDER THIS SUBSCRIBER AGREEMENT DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.
 - c. Applicability of Provisions to Circumstances Involving Others.** YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ANY AND ALL CLAIMS RELATING TO "ACQUIRED MATERIAL" AND ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD US RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM WE CONTRACT TO OPERATE VARIOUS AREAS ON OR FEATURES OF THE SERVICE).
 - d. Full Applicability.** THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY APPLY REGARDLESS OF ANY ALLEGATION OR FINDING THAT A REMEDY FAILED OF ITS ESSENTIAL PURPOSE, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) AND EVEN IF WE OR OTHERS WERE ADVISED OR AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR LIABILITY.
- 24. No Third party Beneficiaries.** The Parties agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either of us.
 - 25. Governing Law, Dispute Resolution.** You agree that this Agreement is executed and performed in Kentucky and Kentucky law will apply to it. You also consent to the personal jurisdiction of the Commonwealth of Kentucky, and any state or federal court located there, and waive any right to a trial by jury so that any trial related to this Agreement shall be by and only to the court. Any needed interpretations shall be construed and/or reconciled by reference to Article 2A of the Uniform Commercial Code. Under special circumstances and with the agreement of both parties binding arbitration may be used to settle any disputes.
 - 26. Consent to Service of Process.** You agree that any process served for any action or proceeding shall be valid if done by any means allowed by law, or if mailed by certified mail, return receipt requested, with delivery restricted to either the addressee, its registered agent, or any agent appointed in writing to accept it.
 - 27. Severability.** In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. In such event, the Parties will negotiate in good faith with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.
 - 28. Waiver.** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No delay or omission by us to exercise any right or power occurring upon any noncompliance or default by you with respect to any terms of this Agreement shall impair any such right or power, or be construed as a waiver thereof. A consent to waiver of, or excuse for, a breach or default by us, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.
 - 29. Assignment.** You may not sell, transfer, or assign this Agreement. We may sell, transfer, or assign our performance under

this Agreement. You agree that if we do, the assignee will have the same rights and benefits that we have but that our assignee or successor will not be subject to any claims, defenses, or setoffs that you claim to have against us.

- 30. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, by an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed on this Agreement or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.
- 31. **Exclusive Remedies.** Except as otherwise specifically provided herein, the remedies set forth in this Agreement are comprised of the exclusive remedies available to either Party under law or in equity.
- 32. **Relationship of Parties.** The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between us. Neither of the Parties will have the power to bind the other or incur obligations on the other's behalf.
- 33. **After Contract Equipment Agreement.** Both parties agree that after the completion of the entirety of the contract as defined by the terms set forth, that all site equipment shall be the property of the customer.

IN WITNESS WHEREOF, authorized representatives of Customer and CPE Labs have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date opposite their signatures below:

CUSTOMER:

Organized in: _____

BY: _____

Printed name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

Fax: _____

SERVICE PROVIDER:

CPE Labs.

Organized in: Kentucky

BY: _____

Printed name: _____

Title: _____

Date: _____

Address: 3569 Drennon

Campbellsburg, Ky. 40011

Telephone: 866-267-0245

Fax: 866-267-0245