

TENNESSEE WIRELESS, LLC INTERNET SERVICE PROVIDER AGREEMENT

- 1. INTRODUCTION** - By using this Internet service (the "Service") or by establishing an account, you, as defined in **Exhibit A**, (the "Customer") agree to be bound by this agreement (the "Agreement") and to use the Service in compliance with this Agreement, our Acceptable Use Policies and all other use policies (collectively, the "Terms of Service"). If you do not agree to the Terms of Service, including any future revisions, you may discontinue use of the Service, and if you have an account you must terminate it as provided herein. We, your Internet service provider, as defined in **Exhibit A**, (the "Service Provider"), reserve the right to revise the Terms of Service at any time, and Customer accepts sole responsibility for periodically reviewing them for any and all changes. Changes will be posted at <http://www.tennesseewireless.com/tos.pdf> and at such time will become the current Service Provider Agreement. Your continued use of this Service following the posting of any revisions to the Terms of Service constitutes your acceptance of those revisions. If you have any questions regarding this service or contract, notify us per the attached service level agreement in **Exhibit A**.
- 2. Length of Term Commitment: 36 Months**
 - a. Early Termination Fee:** If prior to the end of your term commitment, your service is disconnected for ANY REASON (for example, and without limitation, if you cancel the Service because you move to a location where you cannot receive the Service), and all service and other prices, fees and charges for your term commitment have not yet been paid in full, you agree to pay, and Tennessee Wireless will automatically charge, an early termination fee to your Tennessee Wireless Account or your Qualifying Card, at Tennessee Wireless's option.
 - b. Calculated Termination Fee:** The Termination fee is prorated by multiplying \$12.50 by the number of full or partial months remaining in your term commitment. Maximum early termination fee is \$450.
- 3. INSTALLATION / TROUBLE CALLS / NETWORKING** – Service Provider does not guarantee data transfer rates, or uninterrupted service. If service disruption does occur, it is the customers' duty to inform Service Provider of any disruption. We will however strive to provide the fastest and most reliable service possible. During "Full" installation, neither Service Provider nor its contractors shall be liable for any damage or loss of information on your computer system, including loss of files, data or software. If required, opening your computer to install a network card may result in the voiding of any warranties provided by your computer manufacturer. Neither Service Provider nor its contractors, shall have any liability as the result of voiding such warranties. It is highly recommended that you back up all files prior to installation of the service and necessary equipment. After installation, trouble with your service should be first handled through the available 24-hour tech support at 931-729-4090. If problems are Subscriber related, i.e.: the changing of settings, network setup/changes or otherwise not caused by Service Provider's system, we reserve the right to bill for repairs at a rate of \$150.00 per hour, with a minimum \$150.00 charge. Any problems caused by the Service Provider system or network will be repaired at no cost to the subscriber. Service Provider accepts no liability nor will offer specific technical support regarding the networking of Customers computers. Any networking of Customer's computers must comply with the then current Service Provider Agreement, specifically in regards to the following section 4, C.
- 4. SUBSCRIBER OBLIGATIONS**
 - a.** Service Provider reserves the right to determine excessive bandwidth usage. Usage deemed excessive may result in additional charges, or may result in service termination.
 - b.** Use of the Service is restricted to a single residential or business address. This Service may not be resold via HOTSPOT technology, or otherwise redistributed without prior written consent of Service Provider. Redistribution or reselling of Service may result in additional fees, at the sole discretion of Service Provider. End users establishing an account with Service Provider's High Speed Access must be at least 18 years old. Customers must (i) provide Service Provider with accurate and complete billing information including legal name, address, email address, telephone number, and (ii) report to Service Provider all changes to this information within 30 days of the change. Customers are responsible for all charges billed to their account.
 - c.** Customers are billed each month for the basic service and/or any additional usage or services. Customers are responsible for paying all charges billed to their account in the manner and method prescribed on their invoice. Service Provider is not responsible for any charges or expenses (overdrawn accounts, exceeding account limits, etc.) resulting from charges billed by Tennessee Wireless' High Speed Internet Access.
 - d.** Delinquent accounts may be suspended or canceled at Tennessee Wireless sole discretion; however, charges will continue to accrue until the account is canceled. Service Provider may bill an additional charge to reinstate a suspended account.
 - e.** Registered routers will obtain WAN IP Address automatically via DHCP. Once the router has connected to our network and received a WAN IP, the Customers system will be connected to the Internet. Service Provider does not guarantee that every brand, make or model will work with our system, and takes no responsibility for maintaining or troubleshooting said equipment. Any attempt to disable, circumvent, or otherwise prevent Service Provider from monitoring bandwidth is strictly prohibited and may result in immediate termination of Customer's account, at the sole discretion of Service Provider.
 - f.** You are strictly prohibited from running a full time Web Server, FTP Server, or file server. Violation in this policy may result in the immediate termination of your account, at the sole discretion of Service Provider. You are responsible for the amount of data that you both upload and download. You will be charged per Gigabyte of Data Transferred monthly if you exceed the allowed amounts of Data Transfer.
 - g.** You must comply with the then current data storage, bandwidth usage and other limitations of this service. You are strictly prohibited from otherwise distributing the Service outside your account location in connection with Service Provider's residential or business service. Excessive use of bandwidth is strictly prohibited as determined solely by Service Provider, and may result in termination of Customer's account. Additional charges may be applied to Customer's bill, or in the requirement of Customer to upgrade their service levels to meet bandwidth utilization.
 - h.** You may not use this service for any activity violating local, state of Tennessee, federal or international laws or ordinances. Such activities include, but are not limited to the posting unlawful material (such as obscene material or pornography); material that violates copyright

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or intellectual property rights (including music or movie files), pyramid or other illegal soliciting schemes or activities such as impersonating anyone else's manual or digital signature. You may not use this service to breach the security or otherwise attempt to gain access to any other computer, without the written permission of such individual.

- i. You may not send out unsolicited commercial or bulk mailings (IE: spamming) regardless of content. You may not send any messages to an individual who has requested that no information be sent to them. Any altering, forging or removing of electronic mail headers is prohibited. Mail bombing (large files or numerous copies of mail sent with the sole purpose of disrupting a server or account) is strictly prohibited. Any violation of the above rules may result in the immediate termination of the account, at Service Provider's sole Discretion.
- j. Any Customer modification of equipment with the intention of modifying Internet speeds or bandwidth utilization is strictly prohibited, and may result in immediate account termination at the sole discretion of Service Provider.

5. **CUSTOMER'S ACCOUNT, PASSWORD AND SECURITY** – Customers will receive the Email user names, passwords and account designation upon registration as the Type of Service provides for in **Exhibit A**. You and/or members of your household or business are the only authorized users of your Service Provider account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Service through your account. You must notify Service Provider within 24 hours of discovering any unauthorized use of your account. Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding 50MB in size may, at Service Provider's discretion, be transferred to a compressed temporary file or storage. Service Provider may delete the temporary file from the server 60 days after notifying you. Customer names, passwords and email addresses are Service Provider's property and Service Provider may alter or replace them at any time.
6. **MONITORING THE SERVICE** – Service Provider has no obligation to monitor the Service, but may do so and may disclose information regarding the use of the Service for any reason if Service Provider, in its sole discretion, believes that it is reasonable to do so, including but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Customers. Please see our Privacy Policy. Service Provider may immediately remove your material or information from Service Provider's servers, in whole or in part, which Service Provider, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.
7. **DISCLAIMER OF WARRANTIES** – EXCEPT FOR CERTAIN PRODUCTS AND SERVICE SPECIFICALLY IDENTIFIED AS BEING OFFERED BY SERVICE PROVIDER, SERVICE PROVIDER DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. SERVICE PROVIDER HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICE, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. SERVICE PROVIDER MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH SERVICE PROVIDER OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY SERVICE PROVIDER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.
8. **LIMITATION OF LIABILITY** – UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER, SERVICE PROVIDER EMPLOYEES, SUBSIDIARIES, ITS LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SERVICE PROVIDER'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.
9. **INDEMNIFICATION** – Upon a request by Service Provider, you agree to defend, indemnify, and hold harmless Service Provider and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of this site. Service Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Service Provider in asserting any available defenses.
10. **SOFTWARE LICENSE** – The Licensed Programs constitute confidential and proprietary information of Service Provider and Service Provider's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with Service Provider and Service Provider's licensors. Customer shall not translate, decompile, reverse engineer, distribute, remarket or otherwise dispose of the Licensed Program or any part thereof. You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.
11. **WEBSITE USAGE and OTHER WEB SITES** – Service Provider may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the Service has no control over such sites and resources, you acknowledge and agree that Service Provider is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or

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other materials on or available from such sites or resources. You further acknowledge and agree that Service Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by Service Provider. Service Provider assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold Service Provider harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify Service Provider from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Website is posted at your own risk. Service Provider will have no liability arising from use of that information. You shall not use the Website to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website. Your posting of material on the Website or providing material to Service Provider to use on the Website, will be deemed to be a grant by you to Service Provider of a perpetual, non-revocable, worldwide, non-exclusive license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

- 12. TERM OF AGREEMENT** – Continued use of the Service constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service and, if you are a Customer, to terminate your account.
- 13. TERMINATION** – Service Provider reserves the right, in its sole discretion, to terminate your account, your password and / or your use of the Service, with or without notice, at any time. You may terminate your account at any time and for any reason by providing notice of intent to terminate to Service Provider by: telephone calls directed to Customer Service or registered or certified mail, return receipt requested addressed to Service Provider. Email termination of your basic Internet access account will not be accepted. If your account included space on Service Provider’s servers, anything stored on this space will be deleted upon termination. Upon termination either by us or by you, you agree to return all Service Provider and/or Green River Cable TV equipment, including cables, provided to you at the time of installation. Any equipment not returned will be charged to your account. Upon termination, any equipment damaged by neglect or misuse will be charged to your account at full value of the equipment. Section 3, the third paragraph of Section 4, and Sections 6, 7, 8, 13 and 14 of this Agreement shall survive termination of this Agreement.
- 14. THIRD PARTY BENEFICIARY** – YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF Service Provider’s SERVICE IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO Service Provider DESCRIBED HEREIN.
- 15. MISCELLANEOUS** – This Agreement, which includes the Acceptable Use Policy, the Privacy Policy, and Service Provider’s other user requirements constitute the entire agreement between you and Service Provider with respect to your use of the Service. Service Provider may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective immediately after Service Provider posts it at website for the policy. This Agreement is governed by the law of the state of Tennessee in which Service Provider operates its main office without regard to conflict of law provisions. The federal and state courts located in said state alone have jurisdiction over all disputes arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction of such courts sitting in said state with respect to such matters or otherwise between you and Service Provider, and waive your rights to removal or consent to removal.

If this Agreement is consistent with your understanding of our arrangement, please sign below and return a signed copy of this letter to the Service Provider. We look forward to working with you in this arrangement.

CUSTOMER:	SERVICE PROVIDER:
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A

Agreement Terms:

Customer	Name:	
	Address 1:	
	Address 2:	
	City:	
	State:	
	Zip:	
	Telephone:	
	Email Address:	
	Service Package:	
	Address	Tennessee Wireless, LLC 107 S Public SQ Centerville, TN 37033
Service Provider	Telephone	931-729-4090
	Support	helpdesk@tennwireless.com helpdesk.tennesseewireless.com
Commencement Date		

Service Level and Pricing Agreement

Residential				
Type of Service / Features¹	The Surfer 1.5 Mbps	The Entertainer 3 Mbps	The Movie Watcher 5 Mbps	The Full House 8 Mbps²
Monthly Fee	\$54.95	\$74.95	\$94.95	\$129.95
Installation Fee ³	\$250	\$250	\$250	\$250
Installation Lease ⁴	\$9.95	\$9.95	\$9.95	\$9.95
Email Accounts	3	5	10	10
WiFi AP (Optional Fee)	\$3	\$3	\$3	\$3
Service Plan (Optional Fee)	\$9.25	\$9.25	\$9.25	\$9.25
Firewall Protection	Yes	Yes	Yes	Yes
Dedicated IP	No	No	No	No
Download Allowance	unlimited	unlimited	unlimited	unlimited
Technical Support ⁵	included	included	included	included
On-Site Support Included ⁶	0	0	0	0

¹ All residential service is Point to Multi-Point radio communication and the speed estimates are "Up To" speeds. Speeds are not guaranteed.

² Higher speed packages (above 3 Mbps) are only available on certain access points that run at higher radio frequencies. The final package availability will be determined at the time of installation.

³ Provider provides receiver radio and bandwidth to existing customer premise infrastructure. A one-time installation fee or monthly lease applies.

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⁵ Covers provider equipment only. On-site support is available for \$150 per hour for computer or home network related troubleshooting.

⁶ Service Provider provides the service radio, the firewall and wifi AP based on the type of service requested, sets up Internet Connection and delivers an Ethernet handoff to the client. Additional personal network support is available as an add-on service call and will be subject to the current billable rates.