

WIRELESS INTERNET ACCESS AGREEMENT.

This online agreement is entered into by and between you the subscriber (Subscriber) and iZone Broadband LLC, for the purpose of establishing the terms and conditions under which Provider will furnish Wireless Internet Access Service.

TERM OF THE AGREEMENT.

This Agreement shall be in effect for an initial term commencing with service inception and continuing for as long as service is being provided. Customer has the right to cancel subscription to service(s) at any time. iZone Broadband LLC owns all equipment, antennas, cables, and select software and upon any termination all equipment must be returned to iZone Broadband LLC. Any unreturned equipment will be billed to the Subscriber in the amount of up to \$300.00 for equipment fees.

SERVICE TO BE PROVIDED.

Provider, under the terms of this agreement, will furnish to Subscriber the selected package of Wireless Internet Access Service agreed upon at time of installation.

CHANGES TO SERVICE.

Excess cabling and multiple workstation moves will incur normal hourly labor rates of \$49.00 fee. Early termination charges will not apply during the time frame in which a move of equipment occurs and service is reestablished.

PAYMENT SCHEDULE.

Subscriber will be billed installation charges, as well as the appropriate rates for the Wireless Internet Access Service speed selected at the time of the first bill. Provider reserves the right to request payment for any and all equipment associated with the initial installation for wireless Internet access in advance. Wireless Internet Access Service charges are due and payable monthly. Failure to pay monthly service charges by the 30th day of the month, shall give Provider the right, without liability, to temporarily disconnect Wireless Internet Access Service. The Provider is not liable for any loss of business, loss of phone service, or any style of Internet services from a deactivated Internet account. A returned check will be considered non-payment of the account. Restoration of service will require payment of any unpaid balance and a reconnect charge of \$15 may be applied. If service is not re-connected within seven (7) calendar days, the Wireless Internet Access Service will be permanently disconnected. To restore service after a permanent disconnect, payment of the full unpaid balance and prepayment of new installation charges may apply.

LATE PAYMENT FEES.

A late payment fee of \$8.00 per month may be added on accounts not paid within fifteen (15) days of billing (18% annum). Returned Check Charge of \$25.00 processing fee will be charged on all returned checks.

CUSTOMER PROVIDED EQUIPMENT.

Any equipment not purchased from Provider is customer provided equipment. Provider is not responsible for support of customer provided equipment and Subscriber will be liable for the expense of a service call if such equipment adversely affects Wireless Internet Access Service.

CUSTOMER INSTALLATION.

The installation date and time will be determined by Provider and communicated to Subscriber as early as possible. Prior to or during installation, Subscriber and Provider will determine if Subscriber's computer(s) are configured appropriately for the Wireless Internet Access Service connection. If not, Subscriber will be required to purchase or provide the appropriate hardware for the service to work. Installation of said equipment can be installed by Provider for a fee. In the event a Subscriber installs a network utilizing the provided Wireless Internet Access Service router, it is with the clear understanding that Provider is not responsible for any problems that may occur. Provider will not dispatch a technician to Subscriber's location to resolve any computer and/or network-related problems without an associated fee.

SERVICE CALLS.

If Provider is called to Subscriber's site and it is determined that the problem is other than the Wireless Internet Access Service and/or the Wireless Internet Access interface, a minimum service fee of \$25.00 will be charged for the first hour and in half hour increments thereafter. The stated rates apply during regular business hours. Overtime, weekend, and holiday rates will be higher. Travel and related charges may also apply.

Voice Over IP (VOIP). TV Over IP (IPTV).

Provider does support, but does not guarantee TV or Voice Over IP Protocol.

DELAY.

Provider will not be liable for any delay in the delivery or installation of Wireless Internet Access Service or for any damages suffered by Subscriber by reason of such delay regardless of whether such delay is directly or indirectly caused by Provider.

SERVICE DELIVERY.

Wireless Internet Access connection speed is measured between Subscriber's location and the Provider access point. Connection speeds may be lower under conditions of high Internet usage. Actual data transmission or throughput may be lower than the connection speed due to Internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by Provider.

CONSEQUENTIAL DAMAGES.

Provider is not responsible for any incidental or consequential damages resulting from failure of, or suspension of, Wireless Internet Access services.

ADDITIONAL TERMS.

If either party commences an action against the other party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party. If any provisions of this Agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions hereof. This contract supersedes any previous agreements, verbal or written. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed here-under, Knox County, Ohio shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws for the State of Ohio.

EXCESSIVE USE POLICY.

As with all internet service providers, iZone Broadband LLC does have an Excessive Use Policy. The vast majority of iZone Broadband LLC customers use their connection in a manner that does not infringe on other iZone Broadband LLC customers. An extremely small percentage of customers use their iZone Broadband LLC connection excessively, or at such extreme high volumes, that they use more than their share of the overall iZone Broadband LLC connection. While this high-volume use among our customers is very rare (less than 1%), iZone Broadband LLC reserves the right to throttle the network speed of any offending customer down to a lower sustained rate. iZone Broadband LLC would like to stress that this is an extremely rare occurrence and that it only affects those customers who constantly abuse their connection by maintaining extremely long periods of sustained upstream and downstream traffic that maxes out their connection. iZone Broadband LLC expects that almost all its customers will remain unaffected by this as they maintain their normal Internet usage.

COMMITMENT OF SERVICE. iZone Broadband LLC continually strives to be a reliable Wireless Internet Access Service Provider in Ohio. As part of this commitment, our Network Operations Center (NOC) Engineers proactively monitor performance on our network backbone to ensure iZone Broadband LLC has adequate backbone bandwidth to accommodate high- speed service for our entire customer base.

You should work with your iZone Broadband LLC Sales department to determine which product offering best fits the needs of your business or residence. It is important to iZone Broadband LLC that our customers clearly understand the difference between purchased bandwidth and throughput. First, some background about the Internet. The Internet is a mesh network comprised of multiple independent Internet Service Providers, Enterprise Level Customers and Residential Customers located throughout the world. As such, there are various WAN routing protocols that make up the Internet including, but not limited to, Frame Relay, ATM, IP over Ethernet and IP over SONET. With these WAN routing protocols come various overhead requirements that reduce the amount of throughput possible for all Internet customers. In addition, TCP is the primary transport layer protocol utilized throughout the Internet.

HTTP (www sites), HTTPS, FTP, TELNET and many other applications utilize the TCP protocol suite as their transport layer protocol. TCP is a connection-oriented protocol thus also has overhead requirements. Most in-depth testing and research shows that the average customer will get optimal throughput of 90% to 99% of their purchased bandwidth. This (90% to 99%) is considered the best possible throughput results and can degrade beyond that should there be congestion on the Internet (whether the congestion be with the source ISP, destination ISP or Internet backbone, including access points or peering points).

Keeping the network overhead described above in mind, an example of optimal throughput speed versus purchased bandwidth. Remember that other congestion factors could come in play that reduce this speed but this would be your optimal (best possible) throughput speed.

Finally, iZone Broadband LLC takes great pride in our high-speed network. We also recognize that unexpected traffic on our network and/or the Internet can at times impact our customers reducing their throughput speeds. Many factors are involved in this potential problem and our commitment is that iZone Broadband LLC will do everything possible to proactively monitor, evaluate and control the factors within our direct control. In addition, we continually evaluate new technologies to ensure we evolve our network as technologies change thus allowing us to deliver state-of-the-art products to our customers.

iZone Broadband User Agreement

iZone Broadband Wireless Internet Service

WIRELESS INTERNET SUBSCRIPTION AGREEMENT INCLUDING EQUIPMENT FOR MEMBER SITE ANTENNA AND COMPUTER INTERFACE EQUIPMENT

The undersigned iZone Broadband LLC Member hereby agrees for the provision of WiFi Internet service provided by iZone Broadband LLC and use the service in the manner herein set forth:

1. Provision of Service.

iZone Broadband LLC will provide you with Internet access via Wireless Service provided that you, the member, comply at all times with the terms of this Agreement. iZone Broadband LLC will provide you with high-speed, wireless Internet access as long as acceptable physical conditions exist between the iZone Broadband Access Points and the Subscriber's site, according to the Service Plan.

2. Residential Service Plans.

Free residential technical support regarding your Internet signal quality is available via telephone 24 hours per day, 7 days per week (24/7) to each subscriber of the Service by calling 740-625-1392. Residential technical support for networking personal computers is not supported by the Service.

3. Business Service Plans.

Basic Business Service Plans include the use of iZone Broadband LLC provided or approved routing equipment only. Basic Business networking technical support is free and limited to issues affecting the quality of the Internet signal to (and not beyond) the consumer's router, via telephone 24/7 to each subscriber of the Service by calling 740-625-1392. Advanced business networking technical support may be available through iZone Broadband LLC during regular business hours (8:00AM to 5:00PM) Monday through Friday. The regular hourly rate of \$55 per hour will be charged for Advanced Networking technical support for issues requiring support beyond the iZone Broadband LLC provided/approved router. (i.e. demarcation point)

4. Ownership.

iZone Broadband LLC owns the Service and all rights to the Service, including certain equipment installed at the member's site that enables the Service. iZone Broadband LLC owns all right, title, and interest in and to the Service, the Network, the Site, and certain equipment provided by iZone Broadband LLC. Subscriber agrees to return iZone Broadband LLC equipment within 5 days of Service termination. iZone Broadband also reserves the right to re-possess any installed equipment if the account violates the terms of service or this agreement.

5. Hardware Requirements.

You must have certain hardware in order to access and use the Service. Subscriber will be solely responsible for obtaining and maintaining the computer equipment necessary to access and use the Service, including

wireless or standard network cards, computer hardware and software, and for ensuring that such equipment is compatible with iZone Broadband subscriber Computer Requirements.

6. Acceptable Use Policy.

iZone Broadband LLC Terms of Acceptable Use and other policies govern your use of the Service at all times. Your use of the Service is governed at all times by iZone Broadband LLC Terms of Service Policy, as well as any other iZone Broadband LLC policies applicable to Internet use. You agree to permit iZone Broadband LLC or its representatives to access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Service. iZone Broadband LLC will not disclose the existence or occurrence of such an investigation unless required by law, but iZone Broadband LLC reserves the right to terminate your account immediately, with or without notice to you, and without liability to you, if iZone Broadband LLC believes that you have violated this Agreement, any of the Terms of Acceptable Use or any other iZone Broadband LLC policy, furnished iZone Broadband LLC with false or misleading information, or interfered with use of the Service by other users. iZone Broadband LLC further reserves the right to terminate any accounts that have been inactive for twenty (20) days or longer. iZone Broadband LLC may modify, suspend or discontinue the Service at any time, with or without notice, and without liability to you, any other user or any third party.

7. Payment.

In exchange for your use of the Service, you agree to pay usage fees according to the Subscription Plan (identified below). Prorated charges, the normal installation charge, as well as all recurring monthly charges will appear as separate line items on your E-Bill each month. Recurring charges for the Service are assessed for the current month. Payments are due in full on the 30th day of every month. Past due accounts (20 days after billing cycle) will result in suspension and possible termination of the Service, and will be processed in accordance with applicable iZone Broadband LLC collections Rules & Policy.

8. Privacy.

iZone Broadband LLC respects your privacy and permits you to control the treatment of your personal information. Under iZone Broadband LLC 's Privacy Policy, iZone Broadband LLC will not disclose to any third party, your name, address, email address, telephone number, or any other personal information without your prior consent, except as may be required by law.

9. Disclaimer of Warranties (Please Read Carefully).

iZone Broadband LLC is providing the Service to you "AS IS" without warranty of any kind. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, iZone Broadband LLC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND iZone Broadband LLC's PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. iZone Broadband LLC DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

10. Limitation of Liability (Please Read this Carefully).

iZone Broadband LLC 's liability to you is limited in that the Service may contain errors, design flaws, or other problems, and that use of the Service may result in unpredictable damage or loss to you, including without limitation unexpected results or loss of data. YOU AGREE TO USE ALL OF iZone Broadband LLC's SERVICES AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL iZone Broadband LLC BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF

OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY iZone Broadband LLC.

11. Indemnification (Please Read Carefully).

You agree to indemnify iZone Broadband LLC for all of your acts and omissions. You agree to indemnify, defend and hold harmless iZone Broadband LLC, its affiliates, officers, directors, employees, consultants, agents and representatives from any and all third party claims, losses, liability, damages and/or costs (including reasonable attorneys' fees and costs) arising from your use of the Service, your violation of the Terms of Acceptable Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. iZone Broadband LLC will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage or cost.

12. Applicable Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio and applicable federal law without reference to its rules regarding conflicts of law. Venue for any legal action shall be in Knox County, Ohio.

13. Terms of Agreement.

The term of this Agreement shall become effective on the date service first becomes available and shall remain in effect for twelve (12) consecutive months. Thereafter, this Agreement shall be automatically renewed indefinitely for one (1) month terms unless either party gives the other at least thirty days (30) notice that it is terminating this Agreement. In the case whereby the subscriber wishes to terminate the Agreement prior to the end of the twelfth month, the Subscriber will be liable for the balance of the remaining monthly payments in full. An \$8 late fee charge will be assessed for all accounts not paid by the 20th. Of each month A \$15 re-connect charge will be assessed for accounts that have been disconnected for non-payment.

14. Entire Agreement.

This Agreement constitutes the entire agreement between iZone Broadband LLC and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. iZone Broadband LLC may, in its sole discretion and without prior notice:

(a) revise the terms and conditions of this Agreement (b) revise its billing rates and other fees; and (c) modify the Service at any time. iZone Broadband LLC will post any such revision or modification to the iZone Broadband LLC Website, (www.izonebroadband.com) and the revision or modification will be effective immediately upon such posting. You agree to review this Agreement and the online policies as posted on the site periodically to be aware of any revisions. You agree that, by continuing to use Service following notice of any revision, you agree to abide by any such revision.

15. Attorney Fees.

Should any action be pursued to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.

16. Reservation of Rights.

iZone Broadband LLC reserves the right to refuse service to anyone for any reason not prohibited by law. iZone Broadband LLC further reserves the right to suspend or terminate Service to any subscriber for any reason not prohibited by law.

17. Binding Effect.

This Agreement shall ensure to the benefit of iZone Broadband LLC's successors, assigns and licensees. Standard package for residential or small business use: * There are many things that affect the actual speeds of data transfer such as the speed of the Internet connection at the site being accessed and the number of users

being served at that site. ** This is the standard installation price, the use of a high-gain antenna or 20-30ft pole may be required and is an additional cost.