



Terms of Service Estate Villas of Krum

These Terms of Service are provided by Speed of Light Broadband, Inc., a Texas corporation ("SOL") to the tenants of Estate Villas of Krum (each a "Customer"). Under the terms of a separate Service Order for Customer, SOL will install certain wireless access device(s) and software ("Equipment") at the Customer's address provided on the Service Order ("Service Location") and will provide Customer with high speed wireless data communication and/or VOIP (voice over internet phone) services ("Service"). Customer acknowledges and agrees that these Terms of Service may be revised, updated, replaced or discontinued, in whole or in part, at any time by SOL; provided, however, Customer will be notified of changes to these Terms of Service in accordance with paragraph 7 hereof. Customer is responsible for notifying SOL of any changes to their email address or contact information in a timely manner.

1. Permission for Installation. Customer warrants that it is at least 21 years of age and either owns the Service Location or has received written permission from the owner to make any changes to the Service Location needed to install and power the Equipment and receive the Service. In the case of an apartment or condominium, Customer warrants that it has confirmed that placement of an access device (including antenna, if needed) in a common area is not in violation of the building owner's or other regulatory restrictions. Customer hereby authorizes SOL or its subcontractors to install the Equipment necessary to receive the Service and agrees to allow SOL or its subcontractors access to the premises to install, maintain, or repair the Equipment.

2. Modifications/Alterations for Installation. Customer acknowledges and agrees that certain permanent alterations need to be made to the Service Location in order to accommodate use of the Service at the Service Location, including, but not limited to, holes in the walls, installation of mounting brackets, wiring and wiring enclosures, roof and shingle alterations. Customer agrees that any custom installation that Customer requests, including, but not limited to, placing cable inside interior walls, moldings, or cabinets or under carpets, may result in additional charges. Customer hereby indemnifies and holds SOL harmless from and against all damages or liability, to Customer, any other party or to the Service Location that may arise from any necessary alterations related to the installation of the Equipment at the Service Location.

3. Ownership, Safety and Return of Equipment. Customer acknowledges and agrees that all installed Equipment remains the property of SOL with the exception of Tripp-Lite surge protectors, Wireless Routers and VoIP telephone Adaptors as purchased by customer. The Equipment supplied by SOL under this Agreement is, and shall remain the exclusive property of SOL and must be returned to SOL in good and working condition upon the termination or expiration of this Agreement or the termination or disconnection of the Service. Customer must use reasonable care to avoid damaging the Equipment, and agrees not to alter, modify, sell, license, assign, encumber, relocate, move or tamper with the Equipment. Upon termination of this Agreement or the Service, SOL will remove all Equipment at no charge to Customer. In the event Customer refuses to allow access to any SOL representative to uninstall and remove the Equipment, Customer will be charged \$10.00 per day lease rate ("Equipment Rent") until the Equipment is returned or Customer allows the Equipment to be uninstalled by an SOL subcontractor. In the event of any theft, fire, damage, or abandonment of the Equipment while at the Service Location, Customer shall pay SOL full replacement costs for the Equipment ("Replacement Costs").

4. Payment for Service/Late Fees. Upon activation of the Service, Customer agrees to pay all installation and activation fees ("Installation Fees") and monthly service fees ("Monthly Fees") at the current rates defined on SOL's website, in advance, by pre-authorized automatic charge to a valid credit or debit card or automatic bank debit. Customer shall promptly notify SOL of any changes to the credit or debit card or bank account used for payment. In addition to SOL's charges, Customer also agrees to pay any federal, state, or local taxes, usage charges, or other fees imposed on Customer or SOL and directly associated with the Service or Equipment. SOL will resolve all disputed charges in its sole discretion. If SOL determines that an error was made, it will credit Customer's account in the amount of the error. If Customer fails to pay any amounts when due, SOL may, after 15 days when payment is due, charge Customer a late fee of 15% of the amount due or such amount as is permitted by law ("Late Fee"). If Customer repeatedly fails to pay within 15 days of the payment due date, then SOL may suspend Service without notice. Restarting the Service will require payment of all amounts due, in addition to a re-activation fee of \$50 ("Reactivation Fee"). If accounts past due by 30 days are not resolved promptly, SOL may, at any time, repossess its Equipment from the Service Location and impose a termination fee as described above. In addition, if Customer fails to pay any amounts when due under this Agreement, SOL shall be entitled to exercise any remedies available to it under this Agreement or at law or in equity. Customer agrees to pay the costs of collection or repossession, including any attorneys' fees. Notwithstanding anything herein to the contrary, all fees, penalties, expenses, or other obligations hereunder shall not exceed the maximum amount permitted by law.

5. Single Service Location. The Service provided hereunder is provided only to the Customer at the Service Location. The Customer is not allowed to share, retransmit, or connect the Service to any other residence, building, business or tenant, including those at the same address as the Service Location such as an apartment complex, without written permission from SOL.

6. No Servers Allowed. SOL does not allow the Customer to run servers of any kind without written permission from SOL. This includes but is not limited to FTP, WWW, Email, File sharing, Peer to Peer software or any other software or server which provides files, videos, music or data to others in an automated and unattended fashion. If Customer is found running servers without SOL's permission, SOL will, without notice, have the Service severely limited in speed and number of allowed connections.

7. Service Usage Limitations/Service Modifications. To protect the rights of other SOL customers, SOL reserves the right to limit Customer's use of the Service due to excessive use MOST commonly caused by video services such

as Netflix® HULU, Amazon, YouTube and other TV/video services. In addition no customers upload usage should exceed 20% of their monthly data allotment. *Note that currently we can offer no additional upload bandwidth and customers will be limited to 20% of their account package only as uploading files (sending files to the internet) is more detrimental to our system. In order to protect other customers SOL reserves the right to block any software, service, feature or site that causes harm to the wireless network. SOL may limit, disconnect or disable any customer running any service, software or hardware which causes excessive load, stress, strain or loading on the network. Currently, if you use Peer to Peer software you set it NOT to start with the computer so it does not run at all times your computer or device is connected to the Internet. Spotify (an online music service) is currently blocked network wide.

8. Anti Virus Software Required. Customer is required to have daily updated Antivirus software installed on all computers connected to the SOL Service. If Customer is infected with a virus that harms SOL's network, the Service will immediately be deactivated, without notice, until Customer has resolved the issue.

9. Hardware, Data, Computer Liability. Neither SOL nor it's subcontractors will be liable for any loss of data or damage to Customer's hardware that occurs during the installation of, or any service performed on Customer's computer in support of, the Service. Customer agrees that it is Customer's responsibility to completely backup its computer prior to installation of the Service. Customer also agrees that SOL and its subcontractors are not responsible for any problems with the Customer's computer following the installation of, or any subsequent service performed on, Customer's computer in support of the Service.

10. Service Call Policy. If any support issue cannot be resolved via telephone or email, SOL will send out a technician to the Service Location to diagnose the problem. If the problem is found to be with the SOL Equipment or setup of the Equipment, SOL will repair, replace or fix the Equipment at no charge to the Customer. If the problem is not due to SOL Equipment or the set up of the Equipment by SOL, then the Customer will pay to SOL a service call fee of \$80.00 ("Service Call Fee"). Customer understands and agrees that SOL is not responsible for repairing, setting up or configuring any customer-owned hardware, equipment, or software ("Customer's Equipment") in order to make Customer's Equipment work with the Service.

11. Service Warranties. The Service and installation services are provided 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, non-infringement or implied warranties of merchantability or fitness for a particular purpose. Neither SOL nor it's affiliates warrant that the Service will be uninterrupted or error free or that any information, software, or other material accessible on the Service are free of viruses, or other harmful components. Customer shall use the service to access the Internet and its content at the Customer's sole risk.

12. Acceptable Use. Customer agrees to use the Service in accordance with the all applicable laws. Customer is solely responsible for all content transmitted using the Service or the Equipment and shall not use the Service or the Equipment in way that could be harmful, damaging, or cause interference to SOL's network or to others. Specifically, Customer shall not use the Service or Equipment to communicate harassing, threatening, defamatory, pornographic, or obscene material or messages; to send or broadcast unsolicited commercial messages; to infringe copyrights, patents, or other intellectual property; to attempt to gain unauthorized or illegal entry to other's computer systems; or to transmit any virus, worm, or other malicious or potentially damaging code. SOL reserves the unilateral right to suspend or terminate the Service to any account engaging in such activities.

13. Agreement to Indemnify. SOL makes no representations or warranties, statutory, express or implied, as to the suitability of the Service for any particular purpose or as to the Equipment. Customer assumes all responsibility for use of the Service and acknowledges that interruptions of Service may occur. SOL shall not be liable for any deficiency in the Service, including, but not limited to, interruptions, Equipment failures, delays or defects, network problems, inability to access the Service, or problems of unauthorized access; any suspension or termination of Service by SOL or any other action taken by SOL to protect its network and the rights or property of SOL, its customers or licensors from potential harm; any damage or personal injury allegedly caused by use of the Equipment or Service; any other damage due directly or indirectly to causes beyond SOL's control, including, but not limited to, any act or omission of any carrier or service provider other than SOL; or acts of God, acts of public enemies, acts of the government, acts or failure to act of Customer, fires, floods, epidemics, quarantine restrictions, hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, war, terrorism, unusually severe weather conditions or default of SOL's subcontractors. SOL's sole liability for Service disruption, regardless of cause, is limited to a credit proportional to the charges to Customer for the period of Service disruption. Such compensation aside, and to the extent permitted by applicable law, SOL shall not be liable for damages or for consequential, incidental, special or other indirect damages, nor for economic loss, personal injury, or property damage sustained by Customer or any third parties. This section shall survive termination of this Agreement.

CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD SOL HARMLESS FROM ANY VIOLATION BY CUSTOMER OF ANY APPLICABLE LAW OR REGULATION. CUSTOMER WILL FURTHER INDEMNIFY SOL FOR ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF INFORMATION OR CONTENT THAT CUSTOMER SUBMITS, POSTS, TRANSMITS OR MAKES AVAILABLE THROUGH THE SERVICE OR CUSTOMER'S USE OF THE SERVICE OR EQUIPMENT; CUSTOMER'S ACTUAL OR ALLEGED VIOLATION OF THIS AGREEMENT; OR CUSTOMER'S ACTUAL OR ALLEGED VIOLATION OF ANY RIGHTS OF A THIRD PARTY.



All limitations on liability and indemnification provisions contained in this Agreement shall inure to the benefit of and apply to (i) SOL's subsidiaries and affiliated companies; (ii) any successor to SOL's business by way of merger, purchase of assets, or operation of law; and (iii) any officer, director, employee, authorized representative or agent, or subcontractors of SOL.

14. Cancellation. Upon the expiration of the Initial Term defined in paragraph 26 below, this Agreement shall automatically renew on a month-to-month basis ("Subsequent Term"). Month-to-month Customer may cancel its account at any time; however partial month's credit will not be given. Notice to terminate this Agreement shall be provided to SOL in writing 30 days in advance, and shall be deemed duly given: (a) on the date of transmission if sent by facsimile, e-mail, or other wire transmission (receipt confirmed); (b) on the first business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier; or (c) on the earlier of confirmed receipt or the third business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to SOL at the following addresses or fax number:

Speed of Light Broadband, Inc.
P.O. Box 2927
Denton, Texas 76202
Fax: (940)-220-6970
e-mail: billing@SOLbroadband.com

Failure to notify SOL of cancellation will result in continuation of monthly fees until such time as notification is received by SOL and will result in Equipment replacement cost as set forth in paragraph 3 above if Equipment is not recovered by SOL. No portion of the installation fees will be returned to customer upon termination of this Agreement of the Service for any reason regardless of the reason for cancellation.

15. Assignment. Customer's right to use the Service is not transferable and is subject to any limits established by SOL, and by Customer's credit or debit card company.

16. Limitation on Claims. No action, regardless of form, arising out of the Service or this Agreement may be brought by Customer or any party claiming by, through or under Customer more than one year after the cause of action has arisen.

17. Governing Law. This Agreement and the Service shall be governed by the laws of the State of Texas, without regard to its conflicts of laws provisions.

18. Severability. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

19. Modification. This Agreement constitutes the entire agreement between the parties with respect to the Equipment and the Service and supersedes all other communications and agreements with regard to the subject matter hereof.

20. Waiver. The failure of any party to enforce any right it has under this Agreement at any time, or for any period of time, is not a waiver of that right. No waiver or consent hereunder will be applicable to any events, acts, or circumstances except those specifically covered thereby.

21. Amendment. In accordance with paragraph 7, this Agreement may be amended or modified by SOL.

22. VOIP Fees. Various fees related to VOIP Service are outlined below ("VOIP Fees"):

(a) Standard Monthly Service. VOIP telephone rates include calls to all 50 states of the U.S. The standard monthly rate allows for normal monthly residential usage of 2000 minutes per month. If Customer exceeds 2000 minutes in any month, Customer will be charged at a rate of \$0.02 per minute for each minute or partial minute in excess of 2000 minutes. Minutes, including partial minutes, are charged in 60 second increments.

(b) International Service and Rates. International calls are NOT included in the standard monthly rate plans. Customer may prepay for international service on SOL's website.

(c) 911 Services and Rates. 911 calls/service is NOT included in the standard monthly rate plans; however, 911 services is mandatory. Customer will be charged for 911 calls/service at the rate of \$1.00 per month, per address.

(d) 411 Directory Assistance Service and Rates. 411 Directory assisted calls are NOT included in the standard monthly rate plan. If Customer uses 411 Directory assistance, the Customer will be charged at the rate of \$1.50 per call.

23. VOIP-911 Emergency Service Dialing. SOL requires Customer to provide the physical address where Customer will be using SOL's service for 911 purposes. This address is used to route 911 calls to Customer's local emergency center. Initial activation of 911 services takes up to 120 minutes. Customer will receive an email letting Customer know when 911 services are activated. Customer may register only one location at a time. If Customer moves the VOIP Equipment to another location, Customer must update its address with SOL and activation of the 911 services at the new location can take several hours. Customer will receive an email informing Customer that 911 services have been activated at the new address. If Customer does not update its location, Customer's 911 calls may be sent to an emergency center near Customer's old address. **IF EMERGENCY SERVICES ARE DEPLOYED TO AN INCORRECT LOCATION CUSTOMER WILL BE CHARGED \$250 PER OCCURRENCE.**

It is possible that Customer's local emergency center may not be equipped to receive, capture or retain the SOL VOIP telephone number and registered address, so Customer must be prepared to give the local emergency center operator this information. Until Customer gives the operator its phone number, the operator may not be able to call Customer back or dispatch help if the call is dropped or disconnected, or if Customer is unable to speak.

SOL disclaims all responsibility for the conduct of local emergency response centers calling center. SOL does not have any control over any local emergency response center. Therefore, SOL is not responsible for whether they answer calls using SOL's 911 dialing service, how they answer these calls, or how they handle them. SOL relies on third parties to assist SOL in routing 911 dialing calls to local emergency response centers. SOL is neither liable nor responsible if the data used by a third party to route calls is incorrect or produces an erroneous result. Neither SOL nor its officers or employees may be held liable for any claim, damage, or loss, fine, penalty, cost, and expense (including, without limitation, attorneys' fees) by, or on behalf of, Customer or any third party or user of the Service, relating to the service, including, without limitation, 911 dialing, or your Equipment.

24. Taxes. State and local governments may assess taxes, surcharges, or fees, or all of these, on Customer's use of the Service. These charges may be a flat fee or a percentage of Customer's SOL charges and may change without notice. These charges are based on the rates applicable to the address Customer provided SOL. Customer is responsible for all applicable taxes, fees, or charges for Customer's subscription, use or payment for the Service or Customer's Equipment. These amounts are in addition to the payment for Customer's monthly service rates. SOL will bill these charges to Customer's payment method according to the terms in this Agreement. If Customer is exempt from payment of any of these taxes, Customer must provide SOL with an evidence from the IRS and/or the state of incorporation that satisfies the legal requirements attesting to the tax-exempt status. Tax exemption will only apply from the date SOL receives such tax exempt evidence.

25. VOIP Only Federal Fee. Customer will be charged a federal fee for VOIP service, per line, which is charged by the federal government and is assessed for several federally-funded programs. The amount is based on what SOL is required to pay to the Universal Service Fund (USF), and it may fluctuate. The current charge is posted on SOL's website.

26. Initial Term. The Initial Term of this Agreement is month to month.

27. Authorization to Charge Credit or Debit Card or Automatic Bank Debit. Customer agrees to pay all such fees incurred by Customer under this Agreement including, but not limited to, the Monthly Fees, Installation Fees, Equipment Rent, Late Fees, Reactivation Fee, Replacement Costs, and Service Call Fees, and VOIP Fees, and Customer hereby authorizes SOL to charge such amounts to Customer's credit or debit card account as provided or debit customer's bank account. Amount charged upon date of install is an estimate by installer. The amount will be verified by billing department when account is loaded into billing software. Any overage/underage estimated by installer will be added to or credited towards customer's first monthly invoice.