

Wireless Internet Installation Expectations

The following document outlines the *TA Highspeed Wireless Inc. Wireless Internet Installation Process* and reasonable expectations associated. Wireless Internet is a new technology and unfortunately the prequalification processes are not yet an exact science. While your location has successfully qualified through the TA Highspeed Wireless Inc. proprietary prequalification mapping process, there may be certain environmental, commercial, or physical hazards that can prevent a successful service installation. You will have an installation expert on site that can answer any questions you may have and will try to provide an additional level of service as necessary.

CUSTOMER PREPARATION:

Customer must have a pre-installed 10baseT Ethernet port available where the Wireless Internet Customer Premise Equipment ("CPE") hardware is to connect. For Business environments, this will need to be available on their network hub, router, or server. For Residential or SOHO environments, this will need to be a pre-installed 10baseT Ethernet Card (10/100baseT Ethernet Card can work too.) Please have completed by the time you are scheduled for Installation.

Customer **MUST** have a completed ***Rooftop Approval Form*** with landlord authorization, if rooftop installation is required. Failure to properly complete this form prior to your installation will result in a \$45.00 trip charge. The TAHS Installation Technician's are instructed **NOT TO** install your service without this document.

SERVICE PREQUALIFICATION:

Wireless Internet service prequalification is based on the distance between the customer's location and the TAHS Base Station within the coverage area. Line-of-Sight is not entirely necessary in order to provide service. However, for faster service speeds TAHS will require optimal conditions in order to accurately deliver service. If for some unforeseen reason service cannot be delivered to the customer's location, the Technician will inform the customer of any alternative bandwidth options available at that time. Also, if for some reason your installation is deemed nonstandard, you will be given an estimate for the extra work and costs involved for your installation. If this is acceptable to you, installation will proceed, and the additional amount will be added to your invoice.

INSTALLATION TIME:

The length of time that the installation process entails will vary depending upon demand for TAHS services in your area. In general, you can expect TAHS Wireless Internet Service to be installed within 72 hours so long as roof access has been made available.

Once service has been ordered, here's what occurs:

TAHS's Installation Team will contact you to coordinate an Installation date, as well as verify that your landlord has signed the ***Rooftop Approval Form***. The TAHS Installation Technician then shows up at the specified location with the CPE and **Reflector Dish** (similar to a High Definition Satellite Dish) in order to provide you with the best possible connection. A typical installation should not take longer than 2 hours, although we ask that you allow a minimum of 4 hours for completion. The TAHS Installation Technician will immediately survey and test your location for Wireless Internet Access. You will usually know within the first 30 minutes whether or not service can or cannot be delivered to your location. Please keep in mind that TAHS Wireless Internet has a 99% Installation Success Rate. Once the CPE is installed and the cable has been run to the demarcation point (Your Termination Equipment ex. Router, LAN Card) the TAHS Technician will then confirm that your service is performing optimally with the TAHS network. If successful, the TAHS Technician will cross connect to your equipment. Your service is then deemed "active" and you are free to contact customer service for any assistance. All installation fees and prorated service fees (including first month's service) will need to be paid at this point.

Ok, it's installed, now what????

Our technicians are trained for installations only. They will install the radio equipment and extra equipment if necessary to connect you to the Internet. After installation is finished you can receive tech support over the phone (or on site if necessary) on any issue regarding your connections. TAHS does not support beyond our equipment or network, neither commercial nor residential. TAHS will not configure troubleshoot or fix anything that is part of your own network.

TA Highspeed Wireless Inc. Service Pledge: *We are committed to achieving your satisfaction. We have implemented many fail-safes throughout the order process to ensure smooth installation of your Wireless Internet Service. Should you have any immediate questions, please contact us 417-851-1107*

Terms of Use Agreement & Privacy Policy

As a user of TA Highspeed Wireless Inc. (herein after referred to as TAHS) you agree that you are at least 18 years of age (or have permission from a parent or guardian to use this service) and will abide by the policies of TAHS. It is understood that information on the Internet may be unedited, uncensored, and offensive to you. You access such information at your own risk. TAHS does not censor the Internet and has no control over what data is transmitted to you. TAHS reserves the right to refuse service to anyone. As a user of TAHS, you agree not to use the service in a manner that violates any local, state or federal law. You also agree not to use the Internet for abusive, profane, libelous, slanderous, threatening or otherwise harassing posts.

INVOICES & PAYMENT: TAHS will invoice you once a month for Services (on the same day of the month service was installed), one (1) month in advance. You understand that all **PAYMENTS ARE DUE ON THE SAME DAY OF THE MONTH IN WHICH SERVICE WAS INSTALLED** (installs done on the 29th, 30th and 31st of the month will be billed on the 28th of each month due to there only being 28 days in the month of February). **Payments received MORE THAN 5 DAYS AFTER the billing date will be assessed a Late Fee of \$25.00.** If payment is not received within 15 days after the billing date, TAHS may, without notice, terminate a past due account and at its sole discretion charge a reconnection fee of \$50 or terminate the account completely. If your account is terminated due to nonpayment, you or your company will be liable for any applicable cancellation fee which is normally the remaining balance of your contract and all expenses incurred by TAHS to collect the unpaid debt and/or termination fee, including, but not limited to, attorney fees/expenses, court filing fees, process server fees, collection agency fees/expenses, travel expenses for TAHS or its agency. All invoices that include a past due balance are due and payable immediately. If you have agreed to a Contract term of 12 months or greater and choose to terminate your contract before the end of your agreed upon term, the cancellation fee is equal to the remaining number of monthly service charges in your contract plus any unpaid service charges. You may, cancel your service in the 1st 5-calendar days of your contract without incurring this penalty, however your installation charges are not refundable. In the event your installation charge was waived or discounted (less than the standard \$299 installation charge) you will be billed and liable for the difference of the Installation Fee. All cancellation requests must be made in writing and delivered by US Mail to TA Highspeed Wireless PO BOX 1342 Ozark MO 65721.

For a new customer setup month, TAHS's invoice will reflect all applicable Installation and CPE charges and prorated monthly Services charges for such month and the advance monthly Service charges, however all Installation and Equipment charges must be paid at the time of installation for installation to commence. TAHS will commence billing for Services upon completion of its installation.

BANDWIDTH: TAHS's service commitment is to provide an average of eighty-percent (80%) of the rated bandwidth as tested by the TAHS network bandwidth-monitoring device and burstable to a maximum of the rated bandwidth. The TAHS commitment extends from the subscriber premise to our network node at the TAHS Network Interconnect Facility (NIF). For example, for TAHS's 1.0Mbps access service, the eighty-percent (80%) commitment level would result in an average bandwidth of 800kbps burstable to 1.0Mbps.

NETWORK AVAILABILITY: Due to TAHS's high standards, we are committed to network availability for any link of 100%

NETWORK OUTAGE CREDITS: TAHS will provide credits for TAHS documented network outages resulting in subscriber loss of use of the network for requesting subscribers in the following instances: For subscriber outages of More Than 30 Minutes or greater within a 24 hour period in which a subscriber requests a credit TAHS will provide a credit to you for one (1) day of TAHS's access service fee: Pre-announced network maintenance windows; Subscriber induced outages including: loss of power at the CPE; LAN issues resulting in Loss of connectivity to TAHS; movement of CPE; moves and changes in cabling at the Subscriber Premise; changes in IP addresses or Internet issues beyond TAHS's immediate control, including but not limited to Force Majeure clause included in this contract. Your service is deemed active and in service if an TAHS technician can ping the CPE or your router.

WEB SITES/ILLEGAL USE: Any Web site hosted on an TAHS Internet Connection must conform to local, state and federal ordinances. TAHS does not allow the hosting or storage of **Pornographic** or **P2P File Sharing**, or any other type of **File Sharing** on our systems. Subscriber assumes all risks associated with copyright restrictions, trademark restrictions, confidentiality limitations, trade secrets, patent restrictions or any other intellectual property, tangible or intangible rights associated with all electronic content which is downloaded or uploaded using TAHS's Services. TAHS reserves the right to exclude video over ip and voice over ip services for its own use and may or may not grant exclusive licenses for an additional fee to any user wishing to use or provide live or recorded video or voice over ip telephone services over its network. Any activity that violates the above items, degrades, or impacts TAHS's network is grounds for immediate suspension or termination of TAHS services at TAHS's sole discretion. This will also be deemed breach of contract and subscriber will be charged remaining months of the service agreement.

TECHNICAL SUPPORT: TAHS assumes that the user has a basic understanding of their computer. TAHS will not train users in basic computer skills such as, but not limited to deleting files or creating directories. Technical support is intended to facilitate the setup of your properly functioning computer system for access to our services. Our technical support staff is not trained to and will not assist you in installing and/or troubleshooting software, printers, drivers, modems or telephone lines.

RESALE: Subscriber is expressly prohibited from reselling any Services provided hereunder. Subscriber is prohibited from hosting any website dedicated to the sale or dissemination of any unlawful goods or services. The use of these Services in connection with any matter or thing, which violates any municipal, state, county, or federal law or ordinance is prohibited, and subscriber shall indemnify and hold harmless TAHS, its officers, directors, shareholders, agents and employees from any and all claims, liabilities, damages or expenses, including attorneys fees, arising out of or resulting from the use by Subscriber of the Services provided herein.

SPAMMING: The distribution of un-solicited e-mails is against federal and state laws and may result in the termination of your account without notice.

PRIVACY POLICY: TAHS respects your privacy and will not knowingly distribute, or cause to be distributed your personal information to any entity for any reason, except in the case of a legal subpoena from a branch of the United States legal system or it's affiliates.

EQUIPMENT: Subscriber acknowledges that all equipment including any equipment that is or may be deemed to be a fixture within the meaning of the applicable Uniform Commercial Code, will at all times remain the property of TAHS. Subscriber may not sell, transfer, lease, encumber, or assign any or all of the Equipment to any third party. Subscriber shall pay for the full retail cost of CPE and Dish, or the repair or replacement cost of any lost, stolen, un-returned, damaged, sold, transferred, leased, encumbered or assigned Equipment. Subscriber is responsible for any changes to the TAHS equipment, software and configuration after TAHS completes its service set up. However, if TAHS determines that no such abuse or misuse of TAHS's CPE Equipment has occurred, TAHS will repair or replace such Equipment as required to resume Services. Should Subscriber cancel service with TAHS, the Subscriber is responsible to return the equipment to TAHS in good working condition within 5 days. Should Subscriber not return equipment as stated above, Subscriber will be liable for cost of equipment and will be billed \$800. Should Subscriber wish to have TAHS remove equipment, Subscriber may request removal by TAHS at which time an additional fee will apply for TAHS to remove equipment.

FORCE MAJURE: IN NO EVENT SHALL TAHS or it's Officers, or 3rd PARTY CONTRACTED PROVIDERS (COLLECTIVELY, "PROVIDER") BE LIABLE TO CUSTOMER FOR ANY DELAYS IN THE PERFORMANCE OF SERVICES HEREUNDER OR FOR ANY FAILURE TO PERFORM HEREUNDER IF SUCH DELAYS OR FAILURES ARE DUE TO STRIKES, INCLEMENT WEATHER, ACTS OF GOD, OR OTHER CAUSES BEYOND PROVIDERS REASONABLE CONTROL. PROVIDER WILL NOT BE RESPONSIBLE FOR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHERE DELAYED OR HINDERED DUE TO WAR, RIOTS, EMBARGOS, STRIKES, OR OTHER ACTS OF ITS VENDORS AND SUPPLIERS, CONCEALED ACTS OF WORKMEN (WHETHER OF PROVIDER OR OTHERS), OR ACCIDENTS. SHOULD SUCH OCCURRENCE CONTINUE FOR MORE THAN 30 DAYS, PROVIDER OR CUSTOMER MAY CANCEL SERVICE FOR THE AFFECTED SERVICES AND/OR PRODUCTS WITH NO FURTHER LIABILITY. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, INDEMNITY, LOSS OF SAVINGS OR REVENUE, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES, AND INJURY TO PROPERTY. ANY CLAIM OR LEGAL ACTION ARISING OUT OF FAILURE, MALFUNCTION OR DEFECT IN PROVIDER'S SERVICES OR GOODS, OR ARISING FROM THIS CONTRACT IN ANY RESPECT, SHALL BE BROUGHT WITHIN A PERIOD OF ONE YEAR FOLLOWING THE OCCURRENCE OF SAID CLAIM OR SAID CLAIM SHALL BE DEEMED WAIVED. PROVIDER'S LIABILITY TO SUBSCRIBER HEREUNDER, IF ANY, SHALL IN NO EVENT, EXCEED THE TOTAL AMOUNT CUSTOMER HAS PAID TO PROVIDER HERUNDER. PROVIDER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. PROVIDER DOES NOT WARRANT THAT ITS SERVICE WILL PERFORM AT A PARTICULAR SPEED, WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE.

CHOICE OF LAW: You and TAHS agree that the law of the State of Missouri, U.S.A. will apply to all matters relating to this Agreement and to TAHS. In addition, You and TAHS agree and consent that the Courts of Ozark, Missouri, U.S.A. will have exclusive jurisdiction and be the exclusive venue for any legal actions relating to this Agreement or to the services provided hereunder. User agrees to defend, indemnify and hold harmless TAHS, its officers, directors, employees, agents and licensees, from any claims and expenses, including reasonable attorney's fees, arising out of or relating to member's use of TAHS's service.

In the event that the User is in breach of contract, the User agrees to pay all collection costs, court costs and any other applicable attorney fees incurred in order to collect any unpaid outstanding balance on User's account and/or breach of contract by User. The User understands that this agreement is assignable by TAHS. If any part of this agreement is unacceptable to you, you must immediately terminate your membership with TAHS. This agreement shall automatically renew on the stated periodic basis unless terminated by either party giving the other thirty days written notice.

NO WAIVER: The failure of TAHS to enforce the rules and guidelines set out in this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any later time.

CONSISTENT WITH APPLICABLE LAW: If any term or provision of this Agreement is held to be invalid or unenforceable, that term or provision shall be interpreted and enforced in any way that is consistent with applicable law as nearly as possible, and the remaining terms and provisions shall remain in full force and effect.

AMENDMENT: TAHS may update or edit this agreement without prior notification by making a revised version available at <http://www.tahighspeed.com>. Customers shall refer to this revised version, if posted, on a frequent basis to ensure their usage conforms to the most recent version. Continued use of TAHS's Internet Services after the posting of such revised version shall serve as implied acceptance by a customer of any such revision. If a customer does not agree to any revision, said customer must immediately cease using TAHS's Internet Services, and additionally notify TAHS of agreement termination. Such termination under this clause will be reviewed by TAHS to determine if a cancellation penalty will be enforced, however, at TAHS's sole discretion, TAHS may choose to waive such a cancellation penalty without waiving any other rights or clauses of this contract.

RIGHT TO MONITOR: TAHS shall operate the service properly, to protect itself and its customers. For that purpose, each customer must acknowledge and agree that TAHS has the right (but not the obligation) to monitor the service content and the use of the service by each customer. TAHS has the further right to disclose any information as necessary to satisfy any law, regulation, or other governmental requirement. TAHS may refuse to post, and may remove, any information or materials, in whole or in part, that in its sole discretion considers to be inappropriate, unnecessary or in violation of this agreement.

It is understood that if a CPE and Dish is to be mounted on the exterior of the building that subscriber ordering such services is the authorized landlord or owner of said property and approves, permits and consents to the installation, maintenance, and removal of the TAHS's CPE and Dish, and other equipment required to receive Services.

IF THE ABOVE STATEMENT IS NOT TRUE THEN PLEASE FOLLOW THE DIRECTIONS THAT FOLLOW:

If the CPE and Dish is to be mounted on the exterior of the building your order will not be serviced until landlord permission is obtained and a **Rooftop Release Form** has been signed. It is the subscriber's responsibility to obtain any required approvals or permits to gain landlords approval as disclosed for the placement of the CPE and Dish on the Subscribers building or residence.

I authorize that I am an authorized officer or representative of the company and I have read and fully understand the **Terms & Conditions and agree to abide by its terms.**

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|-----------------------------------|--|-----------------------------|--------|------------------|
| _____ Signature | | _____ Date | | |
| _____ Full Name (Please Print) | | _____ Credit card number | | _____ Ex Date |
| _____ Physical Address | | (Street) | (City) | (State) (Zip) |
| _____ Mailing Address | | (Street) | (City) | (State) (Zip) |
| _____ Phone Number | | _____ Email address | | |

----- PLEASE DO NOT FILL OUT PORTION BELOW. FOR OFFICE USE ONLY -----

Customer Of

Install Fee

Level of Service

Tower Color Code

Frequency

Salesperson

Installer