



LiteWire

Terms and Conditions

Individuals and/or businesses signing up for LiteWire Internet Services, must read and agree to the following use policy to activate services.

BY USING THE INTERNET ACCESS OFFERED BY LITEWIRE INTERNET SERVICES OR INSTALLING THIS PACKAGE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT USE THE INTERNET ACCESS OFFERED BY LITEWIRE INTERNET SERVICES OR RETURN THE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED FOR USE WITH (1) INTERNET ACCESS SERVICE INITIALLY OFFERED BY LITEWIRE INTERNET SERVICES IN CONJUNCTION WITH THE DISTRIBUTION OF THE SOFTWARE AND DOCUMENTATION AND (2) IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. NO RIGHT OR LICENSE IS GRANTED TO USE THE SOFTWARE OR DOCUMENTATION WITH ANY OTHER INTERNET ACCESS.

GRANT. LiteWire Internet Services ("LITEWIRE") hereby grants you a non-exclusive, nontransferable, limited license to access the Internet through LiteWire's network and to use its required connection components ("Software") and accompanying documentation on the following terms:

You may not: (i) use the Software or Documentation in conjunction with any Internet access or other network service, other than LiteWire's Internet Services; (ii) permit other individuals to use the Software except under the terms above; (iii) modify, translate, reverse engineer decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Software or Documentation; (iv) copy the Software or Documentation; (v) rent, lease, transfer or otherwise transfer rights to the Software or Documentation; or (vi) remove any proprietary notices or labels on the Software or Documentation.

TITLE. Title, ownership rights, and intellectual property rights in and to the Software and Documentation shall remain in LiteWire and/or its suppliers. The software is protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights, and intellectual property rights in and to the content accessed through the Software through LiteWire's Internet Services is the property of the applicable content owner and may be protected by applicable copyright or other law. This License gives you no rights to such content.

You retain any rights you may have in data posted by you to the Internet.

NO ASSIGNMENT. The benefits or rights conferred by this agreement are nontransferable and nonassignable. The connectivity provided is expressly limited to you. Resale or use of this connection by other person or persons is prohibited.

BILLING FOR RESIDENTIAL ACCOUNTS. For accounts activated with the Residential Internet Service Application, the following applies: First and second months payment is required to open account either by cash, check, or valid credit card. If LiteWire is unable to charge your credit card for the amount due given that the card is either declined or invalid, then a \$15.00 service fee will be assessed against the account at that time. When prepaid fees are exhausted, you may opt to prepay for additional months again. Payments are due on the 1st of each month. Accounts will be reactivated once payment is made in full. All accounts with a 45 (forty-five) day balance will be closed and sent to collections.

You agree to pay LiteWire all charges relating to use of your account(s) according to rates and prices published online at the time of use. You are responsible for charges at the time the service is used. You are solely responsible for informing LiteWire of new expiration dates on your listed credit card, and informing LiteWire when your listed credit card has no remaining credit, and supplying LiteWire a new credit card number. You are solely responsible for notifying LiteWire if you would like to cancel your account in the form of email notification. Charges will continue to accrue until agreement is terminated as described in these terms. You are responsible for full service through the end of the cancellation month.

CHARGES. Charges for LiteWire's Internet Service shall be as stated on the LiteWire Website, Service Application, or as otherwise agreed in writing by the parties, and shall be payable by you commencing no later than one business day after receipt of applications by LiteWire. You will be invoiced monthly in advance for all amounts due and owing to LiteWire for your use of the connection. Service may be suspended if payment is not received by LiteWire within 30 days of the date of such an invoice.

ADDITIONAL CHARGES. LiteWire will charge \$25 for all returned checks. A service charge of 5.00 or 5% of the total outstanding balance due, whichever is greater, will be assessed on late payments. You are liable for any and all attorney fees, court costs, and collection agency fees or commissions if LiteWire has to resort to these methods in order to collect debts owed to LiteWire. You agree to pay LiteWire its reasonable expenses, including attorney fees, incurred in enforcing its rights under the Agreement.

You agree to pay a fine of \$500 for flagrant disregard of allowable use policies including sending unsolicited commercial email, spam, or via discussion groups whose charter does not explicitly allow advertisements. It is at LiteWire's sole discretion what constitutes such flagrant disregard of allowable use. Any changes in accounts may be subject to a change fee.

RELATED CHARGES. You are responsible for any local or long distance phone charges accrued in connecting to LiteWire. You are responsible for equipment, including computer hardware and software, used in connecting to LiteWire.

LIMITED WARRANTY. LiteWire warrants that for the term of this contract from the date of acquisition, the Software, if operated as directed, will substantially achieve the functionality described in the Documentation. LiteWire also warrants that the media carrying the Service, if provided by LiteWire, is free from defects in material and workmanship and will so remain so for the term of this contract. LiteWire's sole liability for any breach of this warranty shall be, in LiteWire's sole discretion: (i) to replace your defective media; or (ii) to advise you how to achieve substantially the same functionality with the Service as described in the Documentation through a procedure different from that set forth in the Documentation. Repaired, corrected, or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Service, or if longer, for thirty (30) days after the date (a) of shipment to you of the repaired or replaced media, or (b) LiteWire advised you how to operate the Service so as to achieve the functionality described in the Documentation. Only if you inform LiteWire of your problem with the Service during the applicable warranty period and provide evidence of the date you acquired the Service will LiteWire be obligated to honor this warranty. LiteWire will use reasonable commercial efforts to repair, replace, advise or refund pursuant to the foregoing warranty with 30 days of being so notified.

LiteWire does not warrant, however, that your use of the Service will be uninterrupted or that the operation of the Software will be error-free or secure and hereby disclaims any and all liability on account thereof. In addition, the security mechanism implemented by the Software has inherent limitations, and you must determine that the Service sufficiently meets your requirements. In addition LiteWire makes no guarantee that the speed of the service will sustain any level of performance.

This is a limited warranty and it is the only warranty or condition made by LiteWire. LiteWire makes no other express warranty or condition and there is no warranty or condition of non-infringement of third parties' rights. The duration of implied warranties or conditions, including without limitation, warranties or conditions of merchantability and of fitness for a particular purpose, is limited to the above warranty period; some states do not allow limitations on how long an implied warranty lasts, so limitations may not apply to you. No dealer, agent, or employee of LiteWire is authorized to make any modifications, extensions, or additions to this warranty. No warranty is made by or on behalf of any supplier of LiteWire. If any modifications are made to the Software by you during the warranty period; if the media is subjected to accident, abuse or improper use; or if you violate the terms of the Agreement, then this warranty shall be immediately terminated. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than the unmodified version of hardware and Software with which the Software was designed to be used as described in the Documentation.

This warranty gives you specific legal rights, and you may have other legal rights which vary from state to state or by jurisdiction.

LIMITATION OF LIABILITY. LiteWire exercises no control whatsoever over the content of the information accessed through LiteWire's Internet Services. LiteWire's Internet Services are provided on an "as-is, as-available" basis, without warranty of any kind, expressed or implied, including, but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. LiteWire and/or contributors shall have no liability whatsoever to you for any claim(s) relating in any way to (i) your inability or failure to perform research or related work or to work properly or completely, or (ii) any lost profits or consequential, exemplary, incidental, indirect or special damages relating whole or in part to your rights hereunder or use of, or inability to use, LiteWire Internet Services. LiteWire will not be responsible for any damage suffered by you, including, but not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via LiteWire Internet Services is at your sole risk. LiteWire specifically disclaims any responsibility for the accuracy or quality of information obtained through LiteWire's Internet Services.

Under no circumstances and under no legal theory, tort, contract, or otherwise, shall LiteWire or its suppliers or reseller be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work-stoppage, computer failure or malfunction, or any and all other commercial damages or losses, or for any damages in excess of LiteWire's list price for a license to the Software and Documentation, even if LiteWire shall have been informed of the possibility of such damages, or for any claim by any other party. This limitation of liability shall not apply to liability for death or personal injury to the extent applicable law prohibits such limitation. Furthermore, some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

ALLOWABLE USE. LiteWire's Internet Services may only be used for lawful purposes. Transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless LiteWire from any claims resulting from your use of LiteWire service.

Commercial advertising is an accepted and welcome use of the Internet. However, there are appropriate and inappropriate places for Internet advertising. Unsolicited commercial advertisements are not allowed in email, and will result in account suspension or cancellation and fines as stated in Additional Charges.

Commercial advertisements are unwelcome in most Usenet discussion groups and on most email mailing lists. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming", of sending a message to many different off-topic newsgroups, is particularly unacceptable and will be treated as such. Sending a message, specially an advertisement, to more than five or six recipients, is by itself Spamming unless the individuals have specifically requested to be added to a mailing list on that topic. Email is a person to person medium, not a broadcast medium.

You agree to abide by LiteWire's policies concerning use of LiteWire's Internet Services. Unsolicited advertisements via email, or via discussion groups whose charter does not explicitly allow advertisements, is specifically not an allowable use. LiteWire reserves the right to suspend access to service for your account(s) upon an indication of disallowed use or credit problems including delinquent payments or rejection of credit card charges. Residential and Business accounts are for individual use only. Simultaneous logins on one account are not allowed. Any account with simultaneous logins may be suspended and subject to a suspension fee as outlined in the Agreement. If an account is suspended twice, it will be closed permanently.

UNLIMITED ACCESS. Unlimited accounts have no hourly charges when the account holder is wholly and exclusively engaged in personal, interactive Internet access. Personal, interactive use is approximated by LiteWire at 320 hours per month. Accounts may not be used for automated unsupervised use of the Internet or simultaneous connections by multiple people. Accounts may not be kept connected with a keep-alive of any sort, such as setting an email program to check mail periodically unattended. LiteWire may disconnect connections after extended periods of unauthorized use.

RESPONSIBILITY FOR ACCOUNT USE. You are responsible for all use of your account(s) and confidentiality of password(s). LiteWire will suspend or change access upon notification that your password has been stolen, lost or otherwise possibly compromised. LiteWire is not responsible for your personal files residing online on LiteWire owned and controlled computers. You shall be responsible for independent backup of your data stored online. You shall be responsible for all access to and use of LiteWire Internet Services by your personnel or by means of your equipment, whether or not you have knowledge of or authorize such access or use.

If subscriber is less than 18 years of age, the application must be signed and these terms agreed to by a parent or legal guardian, who is responsible for all charges related to the use of subscriber's account(s).

UNAUTHORIZED USE OF ACCOUNT. LiteWire will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "social engineering" (tricking other people into releasing their passwords), password cracking, security hole scanning, denial-of-service attacks (ping flooding, sending packets with an illegal packet size, UDP flooding, half-open TCP connection flooding, etc.) and the like.

Harassment or abusive use of email and other Internet services is a rare but serious misuse of Internet resources, LiteWire will handle incidents of harassment on a case-by-case basis, consulting with all parties involved.

Any unauthorized use of accounts or computers by a LiteWire customer, whether or not the attacked account or computer belongs to LiteWire, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and legal action, according to the seriousness of the attack.

LIMITATIONS ON RESOURCE USAGE. LiteWire reserves the right to impose limits on the total amount of disk space and other resources available for your use on LiteWire operated computers. Accounts are subject to a limit of 5 MB of disk space for their email accounts and 15 MB of disk space for personal Web space. Web space only applies to Unlimited Access accounts. LiteWire reserves the right to remove files that exceed these limits. LiteWire reserves the right to delete without notice personal files that have not been accessed for more than one month. LiteWire reserves the right to restrict access to certain TCP/UDP ports as deemed necessary.

DATA PRIVACY. Electronic data passes through multiple servers on the Internet as it passes from source to destination. One can never be guaranteed privacy from every possible server; therefore, someone seeking total privacy should use some encryption scheme to render their data unreadable by eavesdroppers. With regards to LiteWire's servers, LiteWire places a high value on privacy, and will only examine users' data when absolutely required; for troubleshooting purposes or presented with a search warrant for information.

ILLEGAL MATERIAL. LiteWire bears certain legal liabilities for the use of its computer network and equipment. As such LiteWire must require that its customers do not use LiteWire network for illegal purposes. When presented with a search warrant, LiteWire is obligated to release any information named therein, and will cooperate with the authorities in any criminal investigation of inappropriate Internet usage.

However, LiteWire recognizes that the legal status of the Internet has not yet been resolved satisfactorily, either through legislation or court precedent. Therefore LiteWire must make certain decisions regarding the illegality of various specific actions. Among the actions LiteWire considers illegal and therefore not allowed on its network are: unauthorized distribution of copyrighted material; exploitation of minors; and unauthorized use of computer resources. LiteWire believes that the First Amendment rights of free speech, freedom of the press, and freedom of association apply to the Internet to the same degree as they do to print media, and that any attempt to infringe upon those rights is void of legitimacy.

WEB SERVICE. LiteWire includes Web service with residential service and hosts commercial web pages for a fee. In all cases, the Web pages reside on LiteWire's computer equipment, giving LiteWire some ethical responsibility for the content of such pages, LiteWire will handle potentially inappropriate Web pages on a case-by-case basis. Examples of inappropriate information include downloadable virus code and obscenity.

Personal Web space may not be used for purposes that can be deemed as an attempt to sell product or service. LiteWire separately offers commercial Web hosting.

Domain name service is an additional service available to all LiteWire customers. You are responsible for all charges incurred with domain name registration.

TERM AND TERMINATION. This Agreement shall become effective on the date the service application is entered into LiteWire's system (no later than the end of one business day after receipt of application). LiteWire, at its sole discretion, may terminate this Agreement immediately or suspend your access to the service upon any breach of this Agreement by you.

You are responsible for notifying LiteWire of your wish to terminate your account. Charges will continue to accrue until your account is closed. Wireless accounts will not be considered closed until all leased equipment is returned. You are responsible for all charges until your account is closed.

Licenses granted hereunder will terminate automatically if you fail to comply with the limitations described herein.

EXPORT CONTROLS. None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (1) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Yugoslavia, Iran, Syria or any country to which the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

In addition, if the licensed Software is identified as a not-for-export product (for example, on the box, media or on the installation process), then the following applies: except for export to Canada for use in Canada by Canadian citizens, the Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" or under the control of a foreign person.

Payment and Due Date. You are responsible for payment of all charges on your bill; charges for optional services (such as professional installation, optional hardware, and early termination fees); surcharges; and taxes. Surcharges, and taxes are subject to change without notice. Payments are late if not received by LiteWire by the due date shown on the scheduled invoice. We may charge a late fee for any amount not paid when due. We may charge you a returned check fee for a check returned for any reason. You agree to reimburse LiteWire for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by LiteWire with respect to collection of payment.

COVERAGE. You understand that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. As a result, LiteWire does not guarantee continuous or uninterrupted service and reserves the right, from time to time, to temporarily reduce or suspend service without notice. You shall indemnify and hold LiteWire and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities and fees incurred as the result of interruptions or omissions of service under this Agreement. Representations of coverage by LiteWire or its agents are not guarantees.

INSTALLATION. You understand that the services included in this contract are limited to the installation of a Customer Premises Equipment (CPE), alignment of the CPE, one cable from the CPE to the customer location via 1 hole through an exterior wall of Client's structure. Cables shall be secured to the exterior of the structure. LiteWire shall not be responsible for additional installation tasks not specifically listed in this agreement which may be deemed necessary by the installer or desirable by you. You shall be responsible for the additional charges for any such additional work as well as additional work subsequently requested by you. LiteWire shall not be held liable for the workmanship of tasks performed by the Professional Installer or its subcontractors for repair or restoration of any structure or surface altered or penetrated by LiteWire, its installers or subcontractors during the installation or removal of the antenna, mast, tripod, wiring or any other LiteWire Equipment located at your location. LiteWire shall not be responsible for the restoration of your location to its pre-installation status. You acknowledge that installation fees are nonrefundable after the connection becomes operational (the "Activation Date").

Permitting & Landlord Approval. It shall be your responsibility to obtain any required permits, consents or approvals for the installation of LiteWire equipment on your property or any property leased by you required by any Landlord, property owner or governing body. Authority: Customer hereby affirms that the person signing on behalf of Customer is duly authorized to bind Customer to the terms of this Agreement, that the name shown above for Customer is the true legal name of Customer.

EFFECT OF AGREEMENT. This Agreement (which shall include the current and future Schedules hereto) represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. The acceptance of any purchase order placed by you is expressly made conditional on your assent to the terms set forth herein, and not those contained in your purchase order.

MODIFICATIONS OF TERMS AND CHARGES. LiteWire reserves the right to change rates or otherwise modify provisions of this Agreement by notifying you by written or online notice. Your use of LiteWire's Internet Services after such notice shall constitute your acceptance of the modifications to this Agreement.

FORCE MAJEURE. LiteWire's performance is subject to interruptions and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain necessary supplies and the like.

SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, such provisions shall be reformed only to the extent necessary to make it enforceable, and all other provisions are unaffected.

NOTICES. Except as otherwise provided herein, all notices hereunder shall be given in writing as follows:
LiteWire Internet Services, Inc.
565 East Main Street
Evanville, WI 53536

GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the state of Wisconsin, except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly included.

WAIVER. Failure of any party to enforce any provision of this Agreement shall constitute or be construed as a waiver of such provision or of the right to enforce such provision.

U.S. GOVERNMENT RESTRICTED RIGHTS. Use, duplication or disclosure of Software and Documentation by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.117-7013, or at 252.211-7015, and in similar clauses in the NASA FAR Supplement.

Technical Support: (608) 882-4728
Phone support is available from 8:00 a.m. to 5:00 p.m. Monday through Friday. After hours and weekend emergency support is available by calling our technical support line.

Leased Equipment - 2 year agreement

- A. Your account includes leased equipment from LiteWire Such equipment shall at all times remain the sole and exclusive property of LiteWire and we will have the right, at our discretion, to replace it with new or reconditioned equipment and to remove the equipment upon termination of Services. None of the equipment shall be deemed a fixture or part of your realty. Our ownership of the equipment may be displayed by notice contained on the equipment. Your shall have no right to pledge, sell, mortgage, give away or remove, relocate, alter or tamper with the equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return of or change in location of the equipment shall be performed by us at the service rates in effect at the time of service. You shall not attach any electrical or other devices to or otherwise alter the equipment without our prior written consent. LiteWire shall have the right to make such filings as are necessary to evidence our ownership rights in the equipment, and you agree to execute any and all documents as are necessary for us to make such filings. Upon termination of Services, you must notify our Customer Service Center to schedule the return of the equipment.
- B. You shall notify us promptly of any defect in, damage to, or accident involving the equipment. All maintenance and repair of the equipment shall be performed by LiteWire or its designees. LiteWire may charge you for any repairs that are necessitated by any damage to, or misuse of, the equipment.
- C. Equipment Refund policy. If you decide to cancel your plan within a 15 day period beginning the date you take possession of any equipment, you will be refunded all startup fees minus 15 days usage at the plan you chose. No refunds will be made after the 15 day period.
- D. Term. This Agreement is effective upon acceptance by LiteWire and continues until terminated in a manner as provided in this Agreement. If you or LiteWire terminate Service for any reason during the Initial 2 year Term as specified in your Service Order, you will be assessed an early termination fee of \$125. Upon termination for any reason, you are responsible for the payment of all charges. If your Service is reinstated, you may be charged a reactivation fee.
- E. Termination
A) By You. You may terminate Service at any time by returning all equipment to LiteWire.
- B) By LiteWire. LiteWire may terminate or suspend your Service if you fail to perform any obligations of LiteWire's Terms and Conditions.
If all equipment is not returned upon termination of this agreement you will be charged an equipment fee of \$10 per month until all equipment is returned. If equipment is returned damaged, or is not returned within 2 months after termination you will be charged an additional \$500 which is the purchase price of the equipment. You will assume all costs associated with the recovery of these fees.
- F. Suspension. Accounts suspended for any reason without returning all leased equipment will be billed at a rate of \$10/month until closed by LiteWire. Suspended months do not apply to fulfillment of length of contract.

I have read and understand the above.

Print Name: _____

Company: _____

Signature: _____

Date: _____