

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

General: This is an agreement (“Agreement”) for wireless broadband data telecommunications services (“Wireless”) and related services or features (collectively the “Service”) between you (“you” “your”) and Cybercom Corporation (“we” “us” or “our”). The term “Equipment” means all receiving and transmitting equipment, which we may employ to implement the Service. The term “Network” means all accouterments not installed by us pursuant to this Agreement but which may be used in conjunction with the Service. If you activate the Service, you consent to the terms and conditions set forth in this Agreement. If you do not consent to this Agreement, do not use the Service and notify us immediately to cancel. Once Equipment has been installed, Service can not be cancelled without penalties.

1. **Access:** For the purposes of the us installing, maintaining and/or retrieving our Equipment, and ensuring that your Service can be timely and effectively provided, you agree to provide us with access to your property and authorize us to install the Equipment necessary to provide said Service on, in, and/or about your premises.

2. **Terms; Early Cancellation Fee:** The term of this Agreement begins on the date we activate the Service and shall continue for one year (the anniversary date). After the anniversary date, the term shall automatically renew for periods of one year unless we are notified in writing of your desire to terminate prior to the anniversary date. You agree to pay for Service for the full term of the agreement including, if applicable, any renewal terms. If you terminate before the end of your term, or we terminate following your default, you will be in breach of this Agreement. In the event of a breach, you agree that our damages will be difficult or impossible to determine and agree to pay us as a reasonable estimate of our damages, and in addition to all other amounts owing, a cancellation fee in an amount not to exceed \$500.00.

3. **Availability/Interruption:** Service is subject to transmission limitations or interruption, and interruptions resulting from any nonpayment of charges by you.

4. **Use of Services and Equipment:** You are not to use the Service for any unlawful, abusive, or offensive purpose or in any way that damages the Equipment or interferes with or disrupts our system and/or other users. Resale of Service is prohibited without prior contract arrangements and our written approval. You are responsible for all content you transmit when using the Service and for ensuring that your Network is compatible with the Service and that Equipment meets federal standards. The Equipment is and shall remain our property and no provision herein shall be construed as transferring any ownership interest in the Equipment to you. The Equipment is subject to repair or replacement without notice to you. Further, the Equipment, at our sole discretion, may be removed upon termination or completion of the term of Service contemplated herein without notice.

5. **Unauthorized Usage:** If the Equipment is stolen, or if you become aware that the Service is being fraudulently used, you must immediately provide us notice. You are responsible for damage to, or theft of the Equipment, while it is in your possession or use. We have the right to interrupt or restrict your Service without notice to you, if we suspect fraudulent or abusive activity. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to cooperate will result in your liability for all fraudulent usage. Although the law generally prohibits third parties from monitoring transmissions, we cannot guarantee security with respect to the Service.

6. **Payment:** You are responsible for paying all charges to your account for Service and Equipment, including any taxes and surcharges imposed on you or us as a result of your use of the Service. Payment of all charges is due upon receipt of invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than, or more than, a full month, we may make reasonable pro-rations. If you have authorized payment by credit card or bank draft no additional notice or consent will be sought, or required for billing to that credit card or account. Time is of the essence for payment, if you fail to make any payment of any sum due or fail to perform as required by this Agreement, you will be deemed in default under this Agreement. Therefore, you agree to pay us a late payment fee for amounts unpaid 15 days after the invoice date up to the highest level allowed by law. Acceptance of late or partial payments (even if marked “Paid In Full”) shall not waive any of our ability to collect the full amount due under this Agreement. We may assess an additional fee for any check returned for nonpayment. Notice of any disputes must be in writing and received by us at our address within 30 days after receipt of invoice or you will waive any objection.

7. **Default/Termination:** If you fail to pay any amount owed to us within 20 days after the invoice date or if you have in the past failed to pay amounts due us, or if you breach any representation to us or fail to perform any of the promises you made in this Agreement or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may suspend or restrict Service and/or terminate this Agreement. In addition to all other remedies available to us, we may require reactivation charges to renew Service after termination or suspension. Upon termination, you are responsible for paying all amounts and charges owing under this Agreement, including any applicable cancellation fee. Further, you agree to pay all costs including attorney fees and court costs we incur in enforcing this Agreement.

8. **Deposits/Service Limits/Credit Reports/Return of Balance:** We may set a Service limit for you or we may require you to fill out our credit application or we may require you to post a deposit for you to establish and/or maintain your Service. Any deposit will be held as a partial guarantee of payment, it cannot be used by you to pay your bill or delay payment, unless otherwise required by law. Deposits can be mixed with other funds and will not earn you interest. If you default, or this Agreement is terminated we may, without notice to you, apply any deposit towards payment of charges due. After approximately 90 days following termination of this Agreement, any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known address. You agree any amounts under \$10 or which are undeliverable become our property.

9. **Damage to Network and/or Appliances:** Precautions may be taken to prevent Network and/or Appliance damage including, but not limited to, damage resulting from Acts of God and/or electrical surges, however, you agree that we will have no liability for any damages which are not a direct result of our sole negligence as allowed by law.

10. **Interconnection Network Integration:** You agree that you will obtain and pay for any interconnection and/or integration services required to connect the Network to the Service or Equipment. Any such interconnection or integration must comply with requirements established by us and your failure to have interconnection and/or integration services completed prior to your Service activation shall not be a reason not to pay.

11. **Changes to this Agreement:** We may change or modify Agreement, upon advance notice. If you do not agree to the change, you may terminate this Agreement by giving us written notice within 15 days of receipt of our notice, and you will not be charged any early cancellation fee. If you use the Service more than 15 days after notice of a change, you agree to that change. You may change Service features or your rate plan by notifying us and paying any required charges, including any applicable early cancellation fees, and by complying with any other of our requirements to accomplish the change. The change will normally take effect by your next billing cycle.

12. **Limitation of Liability:** We shall not be liable for acts or omissions of any other provider of services, information provided through the Equipment, for Equipment failure, or modification, or for Network failure. Our liability for any failure or mistake shall under no circumstance be greater than our service charges during the affected period. We are not liable for any incidental or consequential damages such as lost profits. We are not liable for (i) Injuries to person or property arising from the use or installation of the Service, the Equipment, or anything used in connection with the service unless caused by our sole negligence or (ii) the installation or repair of Equipment by any parties who are not our employees. We are not liable for any activities associated with the proper exercise of our rights under this Agreement. You agree to defend, indemnify, and hold us, and our agents, harmless from claims or damages relating to this Agreement or your promises or statements made in it and your use of the Equipment or Service unless due to our sole negligence. You agree to pay our reasonable attorney and expert witness fees and costs incurred in enforcing this Agreement through any appeal. *This paragraph shall survive termination of this Agreement.*

13. **No Warranties:** We make no express warranty regarding the Service or the Equipment and disclaim any implied warranty, including any warranties of merchantability or fitness for a particular purpose. We do not authorize anyone to make any warranties on our behalf and you should not rely on such statements. We are not the manufacturer of the Equipment and any statement regarding the Equipment should not be interpreted as a warranty. *This paragraph shall survive termination of this Agreement.*

14. **Assignment:** We may assign all or part of our rights or duties under This Agreement without such assignment being considered a change to the Agreement, and without notice to you. We are then released from all liability. You may not assign this Assign without our prior written consent.

15. **Notices:** Written notices to you shall be effective 3 days following the date deposited in the U.S. Mail addressed to your address as kept in our files. You are responsible for notifying us of any changes in your address. Written notice to us shall be effective when received at our address. Your notice must specify your Service account number.

16. **Entire Agreement:** This Agreement, together with the exhibits attached hereto, sets forth the entire understanding and agreement between you and us with reference to the subject matter hereof and there are no representations, promises, warranties, covenants, agreements or undertakings other than those expressly set forth or provided for in this Agreement. If any part of this Agreement is found invalid, the balance the Agreement shall remain enforceable.

17. **Governing Laws:** This agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the State of Texas. Any lawsuit against us must be brought in Brazos County, Texas. Where our Service, terms, and conditions are regulated by a state agency or the FCC, the regulations are available; if there is any inconsistency between this Agreement and those regulations, the regulations will amend this Agreement.