

# Terms of Service for Hybrid Fiber/Wireless Broadband Internet Services

**THIS AGREEMENT**, dated \*|DATE|\* is made between Isotech, Inc. (AKA) KCCoyote, Inc. of Kearney, Clay County, Missouri 64060 (hereinafter referred to as "Provider") and "Customer", hereinafter identified.

## Witnesseth:

1. Provider hereby agrees to provide KCCoyote, Inc. Hybrid Fiber/Wireless Broadband Internet Access Service (hereinafter "Service") to Customer upon the terms and provisions hereinafter provided.
2. Customer hereby agrees to pay Provider the sum of all subscribed re-occurring services. Said re-occurring fee is due 15 days after billing cycle date. Customer also agrees to pay a non-recurring, non-refundable (after 30 days) installation charge which will be invoiced upon installation. PLEASE MAKE CHECK OUT TO KCCoyote Inc.
3. **External Equipment:** The hardware furnished to provide the Hybrid Fiber/Wireless Broadband Service shall remain the sole property of Provider. In the event Customer or Provider terminates service, Customer shall call Provider's business office and make arrangement for the return of hardware to Provider. In the event Customer does not arrange for return of the Wireless Broadband hardware within 30 days of termination of service, Customer agrees to pay Provider \$225. Customer agrees to indemnify and hold Provider harmless from liability to any third parties, including the owner of the Customer's premises, for damage to the premises resulting from the installation, repair, maintenance, and removal of hardware furnished to provide the Wireless Broadband Internet.
4. **Billing Policy:** Services are paid in advance, and bills are generated and sent to the e-mail address on file or mailed to your billing address. If the bill is not paid by the due date, your service is suspended until such time that your account is paid unless other arrangements have been made. We reserve the right to refuse to leave your account "live" pending payment based on length of service, prior payment history, etc. Failing to receive an invoice is not an acceptable excuse for non-payment. In the event of nonpayment of amounts due by Customer to Provider the delinquent accounts are subject to disconnect anytime and a charge for reconnection will be collected.
5. **Acceptable Use:** This service is for residential or small office/home office business Internet access. Common sense is the best guide as to what is considered acceptable.

6. **Unacceptable Use:** This service is not allowed to be used to host web services such as Internet Domains and POP e-mail. It may not be used to rebroadcast, relay to other locations or be shared outside of the immediate residence or business location as set up by the Provider. Installation configuration cannot be modified unless done by provider. Any modification of installation by customer is grounds for termination of service. Any use which puts undue load on the bandwidth causing adverse effects of other customers will cause termination of connection as deemed necessary by the Provider, until such provision can be made to increase bandwidth and adjust fee for such service.
7. **Illegal Activities:** Illegal activities as defined by the State of Missouri, the U.S. Government, or any other political entity are neither allowed nor tolerated by the Provider. If any investigation is conducted because such activity is found, we will cooperate with the necessary officials to the best of our ability. This includes, but is not limited to activities such as unauthorized distribution or copying of copyrighted software, music and/or video files, violation of U.S. export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and multi-level marketing schemes, and any other illegal activities. We will NOT allow any hacking, or attempts at hacking. Any such attempts will result in legal action to the fullest extent of the law.
8. **Abuse Policy:** An abuse notice is sent out when a copyright infringement on a specific IP address and is sent to us from the "Rights Owners" of the material. The abuse policy is a 3 strike system. On the first notice, the Provider may remove or disable access to the individual who has engaged in the conduct described until contact is made with customer and a formal notice and letter from "Rights Owners" is sent to the customer. The second notice, the provider may suspend service for 48 hours and a formal notice and letter from the "Rights Owners" will be sent to the customer. On the third notice, the provider may terminate service indefinitely and retrieve customer premise equipment, as well as sending a formal notice and letter from the "Rights Owners" to the customer. If the Provider receives a court ordered subpoena, the Provider will comply with the "Rights Owners" requests as well as a request of any names, addresses, and log information required by the conditions of the 2007 CALEA laws. The Customer agrees to reimburse the Provider for legal expenses and for administration time necessary for responses and preparation of documentation required by court ordered subpoena.
9. **Terms and Conditions:** Should Customer fail or refuse to carry out the terms of this Agreement, or to make payments specified herein, this Agreement may be terminated by Provider and the Provider may initiate legal proceeding to enforce this Agreement, including collection of amounts owed. Customer shall pay any and all legal fees and costs, including reasonable attorney's fees, incurred by the Provider in the enforcement of this Agreement. Interest on unpaid amounts may accrue from the date owed at the legal rate as provided by Missouri Law. Customer waives any requirement for Notice and Demand of unpaid amounts owed

10. **Optional Services:** Fees will be charged to setup customer premise equipment (CPE) and additional service calls (i.e. routers, printers, Xboxes, PC repairs, etc.). The Provider sets up customer router and wireless devices at the time of the install for no additional charge. The fee is waived at the time of the install only; any other maintenance or setup after the installation is a billable service.

11. **Warranties:**

(a) The Provider will exercise its best efforts to provide Customer with continuous high speed wireless internet service. Customer understands that due to wear and tear, communications problems, and acts of God, service may, from time to time, be interrupted. Internet service is provided on an "as is, as available" basis. The Provider does not make any warranty as to availability of service. Reimbursement for losses of income due to disruption of service by provider or its providers is neither implied nor warranted.

(b) Customers should notify the Provider immediately of service outages, if contacting after business hours leave a message.

(c) Speeds may vary due to internet activity and carrier capacities.

(d) Customer understands that the hybrid fiber/wireless network uses unlicensed radio bands in 900MHz, 2GHz, 5GHz and licensed 3.65 GHz. Customer and neighboring wireless devices using these frequencies may cause interference.

(e) The Provider does not warrant that other electronics will be free from interference as a result of the use of the wireless internet service to be provided. The Provider is not responsible for interference with uses of other equipment and services by Customer. Customer is responsible for making any improvements in filters or other necessary modifications to prevent any such interference. FCC requires that unlicensed frequency devices must accept any interference received, including interference that may cause undesired operation.

(f) Customer understands that as a hybrid fiber/wireless Internet service, the exchange of data is not totally secure. The Provider will exercise its best efforts in providing security, but is not responsible for any loss or damage on the part of the Customer as a result of unlawful hacking or other unlawful acts by others getting into the system.

(g) Hardware: hardware is under manufacturer warranty. The Provider will repair or replace equipment that has failed within the manufacturer warranty period. The manufacturer warrants that the product is free from all defects in materials and workmanship for one year from the date of

install. The customer shall be solely responsible for the failure of this product thereon resulting from accident, abuse or misapplication of the product or past the manufacturer warranty period.

**(h)** Customer may request equipment relocation, temporary removal and re-installation. Equipment removal must be done by an Isotech/KCCoyote technician only. There may be a fee for customer requested services.

12. This Agreement shall be governed by the laws of the State of Missouri and any action to enforce this contract shall be commenced and conducted in the local Missouri County. Customer hereby consents to the jurisdiction of the local Missouri County, Circuit Court. Customer also acknowledges Provider policies covered in paragraphs 6, 7, 8, 9, and 11 above.

### **CUSTOMER INFORMATION**

**Account Name:**

**Account POC:**

**Date of Agreement:**

**Account Location:**

### **COMPANY INFORMATION**

**ISOTECH, Inc. / KCCoyote, Inc. - 455 Sam Barr Dr, Suite 106, Kearney, MO 64060 - (816)866-3028**

**Anthony Holland, President - Isotech, Inc. / KCCoyote, Inc.**