



AGREEMENT for Wireless Internet SERVICES

This **AGREEMENT** (“Agreement”) is entered into on this date, _____ by and between WebKraft Wireless, LLC (“WebKraft Wireless”), and the customer,

_____ (“Customer”). The Customer hereby agrees to lease Internet service and equipment from WebKraft Wireless at the following location(s):

1. Internet Services: The expiration of the term specified shall be based on a **24 MONTH** commitment unless otherwise stated in itemization with a rate adjustment to our current posted rate at 12 month intervals to coincide with the anniversary date. This service shall continue on 12 month intervals unless terminated by the Customer upon thirty (30) days prior written notice or renewal of the Commitment.

Customer understands that the Customer and Customer's authorized users may access the Internet through the Service. Customer understands further that, except for certain products and services specifically identified as being offered by WebKraft Wireless, neither WebKraft Wireless nor any of its affiliates operates or controls the Internet in any way, and that all merchandise, information and services offered or made available or accessed by Third Parties who are not affiliated with WebKraft Wireless, its agents, or affiliates. Customer assumes total responsibility and risk for Customer's use and Customer's authorized user's use of the Service and the Internet. Neither WebKraft Wireless, its agents or affiliates make any express or implied warranties, representations or endorsements whatsoever.

2. Terms: The price(s) specified in this Commitment are subject to the terms and conditions set forth herein. Customer agrees to pay monthly for recurring charges at the rate per connection. Installation fees are \$250 for a basic install. A basic installation is a roof or eve mount with 100’ of cable and a single wall penetration. Anything beyond the basic installation will be billed to the customer at time of installation. The nonrecurring charge for installation is due in full with the first payment for invoice customers. Monthly customers will be charged \$100 at the time of installation and 3 separate billings of \$50. The first installation fee is charged on the day of the installation along with the pro-rated monthly amount. This billing will include the remainder of any installation fee until the entire \$250 is paid. Monthly customers will be billed automatically on the first of each month on the credit card on file. Invoice customers have 30 days from date of invoice. It is understood that the Customer has been given a monthly rate detailed in the listing of services stated below. This price does not include any applicable installation or taxes. If Customer terminates any of this Commitment prior to the expiration of the commitment, the Customer will be required to pay a \$200 early termination fee. The Provider may also suspend or terminate service in the event of nonpayment by the Customer.

Customer acknowledges that access to the Service under this Agreement is intended for the use of the Customer and its authorized users only. Customer and its authorized users shall not resell or share the Service to any other party.

3. Use of Customer’s Premises: If necessary, the Customer shall provide WebKraft Wireless (and it’s affiliates, partners or contractors) with adequate space within its building or facility for the equipment required to furnish the service and will provide the necessary electrical power to operate the on site

equipment. In addition, Customer will provide WebKraft Wireless (and its affiliates, partners or contractors) with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for installation of cable or wire. All costs associated with any installation of materials or equipment and labor beyond the "Basic" installation on the premises will be born by the Customer, unless there has been a prior written agreement between the parties covering said costs. WebKraft Wireless (and its affiliates, partners or contractors) will install the necessary equipment once the Customer has provided for access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easement where applicable from the owner which will allow the WebKraft Wireless (and its affiliates, partners or contractors) to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment in the event of Customer's default of any of the provisions of this Commitment or at the termination of this Commitment. WebKraft Wireless (and its affiliates, partners or contractors) will have the right to perform inspections and audits of its equipment and cables for its own internal contract accounting purposes.

4. Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire: All equipment, with exceptions listed below that are provided or installed by WebKraft Wireless (and its affiliates, partners or contractors) shall remain the property of WebKraft Wireless (and its affiliates, partners or contractors). All cables, wires, poles, or antenna structures that are installed and paid for by the Customer are the property of the Customer. Any warranties or guarantees on these items will be provided by the installer of the equipment. Any internal networking or power surge components purchased through WebKraft, a Reseller, or other third party are owned by the customer. Any warranties or guarantees on this equipment will be provided by the party from which the equipment was purchased or the applicable manufacturer. The Customer will provide and allow WebKraft Wireless (and its affiliates, partners or contractors) access to the premises for normal and emergency maintenance, and if it is necessary to remove or replace any of the equipment, cables, wires, or antenna structures.

*All covenants, statements and terms are delineated in our AUP on WebKraft-HS.net website and supersede any statements, terms on this record. *

CONSENT TO ACCESS PROPERTY

The undersigned, as record owner of the property located on page 1 of this contract, hereby gives its consents to WebKraft Wireless (and its affiliates, partners or contractors) (hereafter the "Provider") to access the property and premises described above. Such access will be to provide Internet connection services to the person listed below, (hereafter the "Customer").

The access granted includes the right of ingress and egress to the property and premises at all times to install, maintain, replace and remove the Provider's equipment, cable, and wire until such time as Customer's service agreement with the Provider is terminated for whatever reason. In the event the Customer terminates or becomes in default in its agreement with the property Owner ("Owner"), the Provider shall have the right to enter the premises to remove its equipment, cable, and wire as soon as practicable after such termination or default. Owner agrees to preserve and protect such equipment until the Provider removes it. In no event, shall the landlord or Owner assess a landlords Lien against the Provider's equipment at the customer's site.

The Provider shall at all times retain ownership of its equipment which includes Subscriber Modules, mounting brackets, power injectors, or any other modules, antennas, power equipment, and enclosures intended to redistribute Internet service to other customers. No other agreement between the Customer, Owner, or Owner's agent shall be construed to allow confiscation of the Provider's equipment by anyone other than the Provider.

CUSTOMER SIGNATURE: _____

PRINTED NAME: _____

EFFECTIVE DATE: _____



WebKraft Wireless High Speed Internet

Acceptable Use Policy

*All covenants, statements and terms are delineated in our AUP on WebKraft-HS.net website and supersede any statements, terms on this record. *

This is an “always on” Internet connection. Unlike academic connections, you are welcome to conduct any type of legal business transaction. The following general rules should be followed, and used as a guide as you proceed. You should:

- Abide by the polices of other networks or political domains through which your data may travel.
- Respect the conventions of the Internet community by:
 - Not Spamming (Unsolicited Commercial Email)
 - Not use WebKraft Wireless or WebKraft equipment or connectivity for illegal activity.
 - Not resell WebKraft Wireless connectivity or bandwidth without written permission from WebKraft Wireless
 - Not intentionally interfere with or harm other users in any way.
 - Not attempt to break down the WebKraft Wireless or WebKraft system security measures.
 - Not cause harm to WebKraft Wireless or WebKraft equipment
- Protect your computer(s) from spreading viruses

NOTE:

You should not share the use of your account or your password with anybody. This protects your privacy as well as prevents other from causing mischief in your name.

Any suspected violation of the Acceptable Use Policy will result in the immediate lock of your account. WebKraft Wireless, its authorized Resellers, affiliates or contractors will not be responsible for any losses in time or business that occurs as a result of locking the account.

Not paying a monthly bill by its due date or not responding to contact requests or other important communications from WebKraft Wireless to the customer may result in the locking of the account.

Email left on the servers for more than 60 days is subject to deletion without notice. Email tagged as junk mail will stay on the server for 15 days.

Use or utilization of Internet connections which cause problems or lack of availability for other people are not permitted. Residential customers are not permitted to run “Servers” of any kind on our network.

The customer will not hold WebKraft Wireless, its authorized Resellers, affiliates or contractors responsible for files held on the WebKraft Wireless, WebKraft, or Reseller servers.

The customer will not hold WebKraft Wireless, its authorized Resellers, affiliates or contractors responsible for any business or time losses as a result of Internet connectivity or lack of Internet connectivity.