

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY. This Agreement with you (the "**Customer**"), consists of this document, and the Service order (collectively, the "**Agreement**").

You acknowledge receipt of these documents, which describe our high speed wireless data communications services to you at the address or location specified in the Service order, the terms and conditions of the service (the "**Service**") and the wireless access device(s) and any other Equipment that we may provide to you, including any licensed software loaded on the Equipment (collectively, the "**Equipment**"). The Agreement defines our obligations to you, and your obligations in using the Service and the Equipment. This Agreement governs the entire relationship between PennWisp LLC. ("**PennWisp**") and the Customer, both of whom agree as follows:

1. Acceptance

Customer has accepted and shall be bound by all of the terms and conditions set forth in this Agreement.

- (1) Provides PennWisp with a written or electronic signature on a service order.
- (2) Verbally orders service and accepts this Agreement if ordering from PennWisp by phone
- (3) Activates and or uses internet service through the Equipment
- (4) Pays a PennWisp invoice
- (5) Utilizes the web portal for one time or recurring credit card payment.

2. Fees

Checks returned for any reason will be subject to a returned check fee charged to your account. In the event of collection activities for non-payment Customer may be liable for a 20% collection fee in addition to the original amount owed.

Past-due invoices may be charged a late fee after the due date.

In the event PennWisp has to use legal means for collection of past due amounts from the Customer, the Customer will be liable for all legal and filing fees charged to PennWisp when any award is in favor of PennWisp.

In the event of a disputed credit card charge (chargeback) the Customer will be responsible to pay the chargeback fee if the chargeback is granted in favor of PennWisp.

In the event any loss of service is found to be the fault of the Customer or Customer owned Equipment, including but not limited to wireless router, computer, or other Equipment attached to the PennWisp network, an hourly troubleshooting fee may be charged. The troubleshooting fee may be charged without any obligation of PennWisp to repair, replace or otherwise alter Customer owned Equipment.

3. Term

The term of this Agreement is set forth on the service order and will be month to month unless otherwise indicated. The term begins with the date of the service order or the date upon which service activation occurs, whichever is later.

This Agreement shall automatically renew on a month to month basis until terminated by either PennWisp or Customer upon thirty (30) days prior, written notice.

4. Installation

Customer warrants that they are at least 18 years of age and either own the premises at the location given in the service order or have received written permission from the owner to make any changes to the premises needed to install and power the Equipment and receive the service.

In the case of an apartment or condominium, Customer warrants that they have confirmed that placement of an access device including antenna, if needed, in a common area is not in violation of building owners or other restrictions.

Customer hereby authorizes PennWisp or its contractor to install the Equipment necessary to receive the service and agrees to allow PennWisp or its contractor access to the premises to install, maintain, or repair the Equipment.

Customer agrees that any custom installation requested, including but not limited to placing cable inside interior walls, moldings, or cabinets or under carpets, may result in additional charges.

The Equipment supplied by PennWisp under this Agreement is and shall remain the exclusive property of PennWisp and must be returned to PennWisp in good and working condition upon the termination, expiration, or disconnection of your PennWisp service.

Customer must use reasonable care to avoid damage to the Equipment, and agree not to alter, modify, sell, license, assign, encumber, relocate, move or tamper with the Equipment.

Any Equipment that is not returned to PennWisp in good and working condition within 15 days after termination, expiration, or disconnection of service associated with this Agreement then PennWisp shall have the right to charge you up to \$750 for the Equipment and Customer agrees to pay such charge and Customer hereby authorizes PennWisp to charge such amount to your credit card or checking account. In the event PennWisp does not have the Customer credit card or checking account information on file the Customer agrees to immediately pay PennWisp for the Equipment upon presentation of an invoice.

5. DE installation

In the event of cancellation, the Customer may opt to have a PennWisp contractor or technician remove the PennWisp owned Equipment. This service is provided for an hourly fee due and will be payable prior to cancellation of service. The Customer, may at their option, remove and return the PennWisp owned Equipment, in proper working condition. The Equipment must be returned to the current billing address found on the most recent Customer invoice. In the event the Equipment is not returned within 15 days following service cancellation PennWisp may at its sole discretion, remove and repossess the Equipment or charge the Customer for the replacement value of the Equipment as agreed to in the previous paragraph. PennWisp may at any time repossess its Equipment from Customer premises and Customer hereby consents to PennWisp's entry upon Customer's premises for such purposes.

6. Jurisdiction

This entire Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and the venue for any dispute shall be in a District Court for the County of Tioga, Pennsylvania.

7. Payment

Upon activation of Service, Customer agrees to pay PennWisp in full for all installation and activation fees, if applicable and any Equipment purchase fees by pre-authorized charge to a valid credit card, debit card, check, cash or money order or upon presentation of an invoice.

Customer agree to pay for Service at the rate indicated in the service order on a monthly basis, in advance, by pre-authorized automatic charge to a valid credit or debit card, payment by check is available only in advance, or upon presentation of an invoice.

All invoices shall be due upon receipt. Customer shall promptly notify PennWisp of any changes to the credit or debit card or bank account used for payment. In addition to PennWisp's charges, the Customer also agrees to pay any federal, state, or local taxes, usage charges, or other fees imposed on Customer or PennWisp and directly associated with Customer service or Equipment.

PennWisp will resolve all disputed charges in its sole discretion. If PennWisp determines that a billing error was made, it will credit Customer's account in the amount of the error.

If Customer fails to pay an amount when due, PennWisp may charge Customer a late fee of 10% of the amount due, or such amount as is permitted by law. If Customer fails to pay by due date, then PennWisp may suspend service without notice.

If service has been terminated or suspended for non-payment, restarting service will require payment of all amounts due, in addition to a re-activation fee as stated on our pricing page.

If past due accounts are not resolved promptly, PennWisp may at any time repossess its Equipment from Customer premises and Customer hereby consents to PennWisp's entry upon Customer's premises for such purposes. In addition if Customer fails to pay any amounts when due under this Agreement, PennWisp shall be entitled to exercise any remedies available to it under this Agreement or at law or in equity. Customer agrees to pay the costs of collection or repossession, including any reasonable attorney's fees.

8. Acceptable Use

You must use the service in accordance with all federal, state and local laws, ordinances, and regulations.

PennWisp strongly recommends that Customers protect all computers or other devices connected to the Internet with firewalls and virus protection software that is kept up to date, so that your account does not become a source of spam or malicious software that would require us to suspend or terminate your service.

PennWisp also strongly recommends that in-home or in-office wireless networks be installed and configured with maximum encryption, so that unauthorized persons do not gain access to your

information or illegally gain access to our service, which could also result in suspension or termination of your account.

9. User Conduct, Prohibited or Unlawful Use, Excessive Use

In order to maintain our network to meet the needs of the users of the service, Customer may not use the service or the Equipment for any purpose that is unlawful or in any manner which could damage, disable, overburden or impair the operation of the PennWisp network or the service or any other party's use or enjoyment of the service.

Specifically, you may not:

- o Attempt to gain unauthorized access to data, accounts, servers, systems or networks associated with the service, or to probe, scan or test the vulnerability of a system or network associated with the service or those of any other party.
- o Interfere with service to any user, host or network including, without limitation, mail-bombing, flooding, or attempting to overload the system.
- o Forge or falsify any TCP-IP packet header or any part of the header or address information in an e-mail or a newsgroup posting or otherwise conceal the sender's or the recipient's identity. Use the service to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider.

Additionally, Customer may not, by use of the service or another service, upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that, in PennWisp's judgment:

- o Is threatening, abusive, libelous or defamatory, indecent or obscene, fraudulent, invasive of another's privacy, or pornographic.
- o Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason.
- o Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- o Damages PennWisp's network and Service, including, without limitation, overloading servers on the network or causing portions of the network to be blocked by other network providers.
- o Use the Service to send unsolicited mass e-mailings from any PennWisp account or via another service which in any way implicates the use of this service or any PennWisp e-mail address or that is relayed from any PennWisp or third party's mail servers without permission.
- o PennWisp reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from being sent from or transmitted through the PennWisp Network. The transmission of unsolicited bulk email may result in civil and criminal penalties against the sender.

o PennWisp reserves the right to limit the amount of data that you may upload and/or download each month (bandwidth) based on the type of service you have ordered and the price associated therewith. If PennWisp concludes, in its sole discretion, that Customer is exceeding what PennWisp considers to be a reasonable use for such Service ordered, PennWisp may change Customers service as provided for herein with notice or alternatively, suspend or terminate your service.

o Participation in online communication accessed through the service is not edited, censored or otherwise controlled by PennWisp. However, PennWisp reserves the right to monitor content which is transmitted or accessed through the Service, and to remove content, disable sites, or suspend or terminate the service if PennWisp determines such content or Customer practices are illegal, harmful, offensive, or otherwise in violation of this policy.

o By posting or submitting content to any PennWisp website, Customer grants PennWisp the right to use, reproduce, display, adapt, modify, distribute and have distributed the content in any form, anywhere and for any purpose; and you also warrant and represent that you own or otherwise control all of the rights to the content and that public posting and use of your content by PennWisp will not infringe or violate the rights of any third party.

o Customer acknowledges and agrees that copyrights, trademarks, service marks, patents and other proprietary rights and laws protect the content and materials available on any PennWisp website or through the PennWisp Service. Except as expressly authorized, Customer agrees not to use the Service in any manner that would infringe, violate, dilute or is appropriate any such rights with respect to any material.

o The PennWisp name, logo, and design marks are trademarks of PennWisp, and may be used only with the express written permission of PennWisp.

o PennWisp takes Customer violations seriously and will investigate complaints and, where appropriate, may remove content, suspend or terminate services, or take other action as necessary.

o PENNWISP DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, REPRESENTATIONS OR OTHER ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION ACCESSED FROM, OR THROUGH, THIS SERVICE, THE SYSTEMS WHICH PROVIDE IT, AND THE INTERNET, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS. PENNWISP DOES NOT ASSUME ANY LIABILITY FOR THE COMPLETENESS, ACCURACY OR USEFULNESS OF ANY INFORMATION DISCLOSED OR MATERIALS ACCESSED. IN NO EVENT SHALL PENNWISP BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH OR ARISING FROM USE OF THIS SERVICE IN ANY WAY OR USE OF ANY PENNWISP WEBSITE ASSOCIATED WITH THE SERVICE, INCLUDING ANY LOSS OF USE, DATA OR PROFITS, REGARDLESS OF THE FORM OF ACTION. ANY FAILURE BY PENNWISP TO ENFORCE THIS POLICY IN EVERY INSTANCE IN WHICH IT MIGHT HAVE APPLICATION DOES NOT AMOUNT TO A WAIVER OF PENNWISP'S RIGHTS.

o Please send reports of any activity in violation of law or this Policy to abuse@PennWisp.com. PennWisp and its service providers will reasonably investigate incidents involving such violations. PennWisp and its service providers may involve and will cooperate with law enforcement officials if any criminal activity is suspected.

o Customer shall be bound by PennWisp's Acceptable Use Policy as amended from time to time and posted on the www.PennWisp.com website, which is hereby incorporated by reference as part of this Agreement.

Customer is solely responsible for all content transmitted using the service or the Equipment and shall not use the service or the Equipment in any way that could be harmful, damaging, or cause interference to PennWisp's network or to others.

Specifically, Customer shall not use the service or Equipment to communicate harassing, threatening, defamatory, pornographic, or obscene material or messages, to send or broadcast unsolicited commercial messages, to infringe copyrights, patents, or other intellectual property, to attempt to gain unauthorized or illegal entry to other's computer systems or to transmit any virus, worm, or other malicious or potentially damaging code. PennWisp reserves the unilateral right to suspend or terminate service to any account engaging in such activities.

o In addition, PennWisp Customers may not resell or lease PennWisp's service or Equipment to any other person or party, provide it to persons not a resident on Customer's premises, use it to operate an Internet Service Provider enterprise, or operate servers connected to the Internet for commercial purposes.

10. Service Availability and Speed

PennWisp's wireless network is highly reliable, continuously monitored, and not normally affected by weather. However, extreme events outside of PennWisp's control, such as lightning strikes and severe weather can damage Equipment, and the quality and availability of Internet access.

The Customer Equipment can be affected by viruses or other problems in Customer owned Equipment or by conditions on the Internet itself.

Service may be temporarily unavailable during system repairs or modifications.

It is PennWisp's intent to provide the access speeds indicated on the service order for a particular level of service at all times, however, Customer should expect that some variations in speed may occur from time to time due to network conditions or conditions on the Internet.

PennWisp does not make any specific service level guarantees or provide remedies for disruption of service unless specified on a service order or expressly set forth in this Agreement, but may at its sole discretion, give credit for or refund payments for any periods when its service is unavailable to Customer through failure of PennWisp's network.

Your service may limit the amount of data that limits your upload and or download each month (bandwidth) or may be priced according to the amount of bandwidth you use per month. Please see the description of your particular service by referring to your service order. If during any month, you exceed a monthly bandwidth limit associated with your service PennWisp may change your service to one permitting such bandwidth use and you agree to the standard fees PennWisp charges for such level of service. PennWisp will provide you with thirty (30) days advance notice of any change to your service plan or rates.

11. Content

Customer acknowledges that PennWisp offers no guarantee or assurance regarding, and has no responsibility for, the accuracy, completeness, appropriateness or utility of documents, graphics, photos, music, and other content or services (Content) provided by PennWisp or third parties over PennWisp's Service.

Customer also acknowledges that PennWisp is not responsible for the actions of any third parties contacted by Customer over the service. Customer takes full responsibility for use of content in which others have proprietary or intellectual property rights, and agrees not to reproduce, broadcast, distribute, sell, publish, commercially exploit or otherwise disseminate any such content over the service without prior written consent from content owners or rights holders.

12. Privacy

PennWisp will take reasonable efforts to safeguard any personal Customer information that it collects in the course of checking credit, planning installation, or providing service. PennWisp does not sell Customer information or share it with third parties, except PennWisp's contractors, when required for the performance of their services.

PennWisp will only disclose Customer information to authorized officials or agencies as required by law.

PennWisp may from time to time offer additional services to its Customers, but any Customer may contact PennWisp to opt out of receiving such marketing offers.

13. Suspension or Termination of Service

PennWisp may limit, suspend or terminate Customer's service or this Agreement at any time and without providing notice to Customer if the Customer fails to pay any charges when due under this Agreement, or PennWisp has reason to believe that Customer's service is being used in a fraudulent manner or illegal purpose, or in any way that adversely affects PennWisp's Customers or service, or if Customer's use of the service or Equipment exceeds limitations or violates any restrictions placed on Customer's account or otherwise breaches this Agreement.

PennWisp may take any action that it deems necessary to protect its network, its rights, or the rights of its Customers, licensors, and other third parties or to improve its network, its services and Equipment. Customer acknowledges that such action may include the use of methods or technologies to filter or block messages sent through the service or to notify PennWisp of attacks or the potential for attacks by viruses or sources of "spam" from within its network.

PennWisp reserves the right to filter spam or prevent hacking, viruses or other potential harms without regard to any Customer preference.

PennWisp may suspend or terminate service to any Customer, without prior notice, if in its sole discretion such action is required to protect its network. PennWisp shall not be liable to Customer for exercising or failing to exercise its rights under this section to limit, suspend, or terminate service.

14. Limitation of Liability and Indemnification

PennWisp makes no representations or warranties, statutory, express or implied, as to the suitability of its service for any particular purpose or as to the Equipment.

Customer assumes all responsibility for use of the service and acknowledges that interruptions of service may occur.

PennWisp shall not be liable for any deficiency in the service, including but not limited to interruptions, Equipment failures, delays or defects, network problems, inability to access the service, or problems of unauthorized access, any suspension or termination of service by PennWisp or any other action taken by PennWisp to protect its network and the rights or property of PennWisp, its Customers or licensors from potential harm, damage or personal injury allegedly caused by use of the Equipment or Service or any other damage due directly or indirectly from causes beyond PennWisp's control including, but not limited to, any act or omission of any carrier or service provider other than PennWisp, acts of God, acts of public enemies, acts of the government, acts or failure of action of Customer, fires, floods, epidemics, quarantine restrictions, hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, war, terrorism, unusually severe weather conditions or default of PennWisp's subcontractors.

PennWisp's sole liability for service disruption, regardless of cause, is limited to a credit proportional to the charges to Customer for the period of service disruption or other credit specified in a service order. Such compensation aside, and to the extent permitted by applicable law, PennWisp shall not be liable for damages, or for consequential, incidental, special or other indirect damages, nor for economic loss, personal injury, or property damage sustained by Customer or any third parties.

This section shall survive termination of this Agreement. PennWisp will not be liable for any damages, including property damages, resulting from installation or use of the Equipment by Customer or any third party, including PennWisp's contractors.

If Equipment is lost or stolen, Customer agrees to promptly notify PennWisp and to provide PennWisp with any documentation or information that it requests and otherwise cooperate with PennWisp in the investigation of such incident.

Customer shall be responsible for any loss or damage to any Equipment belonging to PennWisp on Customer's premises. Customer shall indemnify, defend, and hold PennWisp harmless from any violation by Customer of any applicable law or regulation.

Customer will further indemnify PennWisp for any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of information or content that Customer submits, posts, transmits or makes available through the service or Customer's use of the service or Equipment, Customer's actual or alleged violation of this Agreement, or Customer's actual or alleged violation of any rights of a third party.

15. General

This Agreement and the documents to which it refers form the entire Agreement between Customer and PennWisp. If Customer is a business or other organization, the Customer represents and warrants that the individual accepting this service Agreement on behalf of the Customer is authorized to do so.

This Agreement is not for the benefit of any third party. No failure or delay by PennWisp in exercising any right or remedy shall operate as a waiver. Any waiver by PennWisp of any provision in this Agreement must be in writing and shall apply only to the specific default identified in the waiver.

16. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

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