

Internet Access Service Terms and Conditions

T3 VoiceNet, LLC
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This Agreement between T3 VoiceNet, LLC. Corporate offices located in Midland, Texas (hereinafter-called "T3 VoiceNet") and Subscriber shall be effective on the completion of connection and shall remain in effect for a plan term of 1 year, also including special provisions paragraph 17 below.

1. Service Agreement Term is for 1 year. Term period includes, thirty (30) day satisfaction guarantee period, beginning after service is installed. Service provided includes both connectivity and Internet access. The T3 VoiceNet Acceptable Use Policy applies to this agreement. The T3 VoiceNet equipment installed at the customer premises is the property of T3 VoiceNet and must be returned promptly upon termination of the service. After term end, Service Agreement will automatically be renewed for subsequent 30-day periods unless written notice is provided 30 days prior to term end. Prices and terms are subject to change by T3 VoiceNet.

2. Payment Policies & Terms: Payment for services shall be due on the first of each month in advance for services to be provided for that month. Payments not received by the fifth day of the month shall be deemed delinquent and subject to a thirty-dollar (\$30.00) late payment fee. Accounts with a delinquent balance outstanding as of the 15th of the month shall be subject to immediate suspension of all services until the outstanding balance is paid in full. For any subscriber account that has been placed on suspended service, there shall be due a reconnection charge to reactive Subscriber's services. Delinquent accounts shall accrue interest at 1.5% per month on all outstanding principal amounts until paid in full.

3. Account Termination: Subscriber may request termination of this agreement by submitting a written request for termination by certified mail to T3 VoiceNet at the address listed in the agreement. All termination requests must be received 30 days in advance. Request received after the 1st of the month will be processed, upon approval, on the last day of the month in the subsequent month that the request was received. Accounts are not subject to termination until the agreed upon service term has expired.

4. Equipment & Scope of Work: All equipment, (radios, antennas & standard mounting equipment), except for equipment purchased and paid for in full by the Subscriber, will at all times remain the property of T3 VoiceNet. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred,

leased encumbered or assigned equipment or part thereof, together with any costs incurred by T3 VoiceNet in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes T3 VoiceNet to retrieve from Subscriber's premises the equipment for appropriate disposition.

5. Non Standard Connections: In the event of an aborted connection due to insufficient line of sight to an access point, Subscriber will receive a report of the connection options available. The report will include optional mounting configurations and their respective costs. Subscriber may at that time choose one of the available options or decline services. If the Subscriber declines services, Subscriber will be refunded monthly fees from date of notice, not to exceed a one-month fee.

6. Permitting & Landlord Approval: It is the Subscriber's responsibility to obtain any required permits or to gain landlord approval for the placement of the antenna on the Subscriber's building. T3 VoiceNet may assist you or provide this service for you for an additional charge.

Landlord consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive T3 VoiceNet's services.

7. Service Calls: T3 VoiceNet is responsible for maintenance repairs of its equipment. If a service call problem is determined to be Subscriber network issue, or due to Subscriber neglect, a service call charge will be billed. Billable service calls will incur an hourly rate of \$125.00 with a ½ hour minimum.

8. Not Covered by T3 VoiceNet: Maintenance, or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the VoiceNet system, such as, but not limited to failure of, or faulty, electrical power or air conditioning, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by T3 VoiceNet, or from any cause related to or other than the intended and ordinary use.

9. Use of Material: All content downloaded or uploaded using T3 VoiceNet's system shall remain the sole responsibility of the Subscriber. The Subscriber assumes all risks associated with material, including but not limited to, copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions or any other intellectual property tangible or intangible rights associated with the material.

10. Use of Services: Subscriber is expressly prohibited from reselling any services (including downloads for resale) offered by T3 VoiceNet under this agreement without the prior written consent of T3 VoiceNet. Subscriber is prohibited from hosting any website dedicated to the sale or dissemination of pornographic materials and/or containing content of a sexually explicit nature. Subscriber understands and agrees that this service may be utilized solely for lawful purposes and the use of this service in connection with or adjunct to any matter or thing which

violates and foreign municipal, state, county or federal state or regulation is expressly prohibited. Subscriber agrees that its use of the services herein shall not infringe upon the use by other subscribers of T3 VoiceNet. Subscriber is prohibited from sending unsolicited advertising or promotional materials to other T3 VoiceNet Subscribers. Should Subscriber violate any provision of this section, T3 VoiceNet, Inc. at its sole discretion may immediately suspend services to Subscriber and terminate this agreement. T3 VoiceNet liability for termination of this Agreement under this provision shall be solely limited to a refund to Subscriber of any unearned prepaid service fees. T3 VoiceNet shall not be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision.

11. Abuse of Services: Any use of the T3 VoiceNet system that disrupts the normal use of the system for other T3 VoiceNet Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to other computational, information, or communication devices or resources of others is a violation of this agreement. The use of T3 VoiceNet's services by Subscriber to modify, alter, reverse engineer, de-compile disk, or disassemble any proprietary work in whatever form is a violation of this Agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol and or the broadcast of Routing Internet Protocol (RIP) is a violation of this Agreement. Violators will be subject to termination of service by T3 VoiceNet. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, Incidental or consequential damages.

12. Indemnification/Release: Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release T3 VoiceNet, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of T3 VoiceNet's services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using T3 VoiceNet's services from any source or to any recipient. Subscriber further releases T3 VoiceNet from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through T3 VoiceNet's systems. Subscriber further agrees to indemnify and hold harmless T3 VoiceNet, Inc. from and against any and all claims actions causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of T3 VoiceNet's services herein.

13. Disclaimer: T3 VoiceNet assumes no responsibility for the content contained on the Internet or otherwise available from any source accessible via T3 VoiceNet, Inc.'s services. T3 VoiceNet discloses and Subscriber acknowledges that there maybe content on the Internet or otherwise available through the services provided by T3 VoiceNet which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to T3 VoiceNet that its use of T3

VoiceNet's services to access information, content or other services is at its own risk.

14. Governing Law and Venue: The laws of the State of Texas shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Midland County, Texas.

15. Arbitration & Attorneys Fees: The Subscriber and T3 VoiceNet agree that any controversy or claim between them arising out of or relating to this Agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules then in force of the American Arbitration Association. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. Subscriber and T3 VoiceNet agree that should either party bring action for enforcement, interpretation or otherwise under this Agreement the prevailing party in such action shall be entitled to its attorney's fees and costs including those incurred in any appeal.

16. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other representations or statements will be binding upon the parties. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

17. Special Provisions: Customer is responsible for providing and maintaining a compatible Ethernet broadband router.