

TERMS AND CONDITIONS OF SERVICE AGREEMENT
(Internet Services Only)

By signing this agreement and/or any installation work order for fiber optic services, including but not limited to high speed data (individually and collectively "Services") provided by Air Advantage, you (Customer) acknowledge that you are at least 18 years of age and legally authorized to agree to the Terms and Conditions and billing procedures outlined below.

1. **SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services for a minimum of 12 months. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by Air Advantage including, but not limited to, charges for installation and equipment.

2. **LATE/OTHER CHARGES.** Customer understands that Air Advantage may issue an administrative late fee (Late Fee) for monthly charges not paid by the stated due date. The Late Fee is a reasonable estimate of costs to manage past due accounts. If Service is disconnected, Air Advantage may impose a reconnect charge, in addition to collecting any outstanding balance, including any Late Fee, before service is restored. If Customer has not paid amounts due within 30 days of the due date, and service has not been restored, a collection agency and/or attorney may be engaged to collect amounts due. Customer agrees to pay Air Advantage for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs. If Customer's check is returned for insufficient funds, Air Advantage may impose a service charge up to \$50.00.

3. **OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** "Equipment" includes all Equipment installed by Air Advantage in or on Customer premises including, without limitation, inside or outside optical network terminals (Units) and wiring. This equipment and other Air Advantage property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of Air Advantage. Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the outside Units by Air Advantage or return of the inside Units by Customer. Customers agree to pay any inside Equipment lease charges associated with the Service, if inside Equipment is chosen. Upon termination of Service for any reason, Customer agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) to Air Advantage within 5 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or the inside unit is not returned to Air Advantage for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to Air Advantage for the full replacement cost for any unreturned or damaged Equipment. Further, Customer understands and agrees that Air Advantage may charge the payment method on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

5. **TAMPERING/MISUSE/LOST/STOLEN.** Customer shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets, or remove from the Equipment any markings or labels. Equipment cannot be

removed from Customer premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment.

6. TERMINATION OF SERVICE BY CUSTOMER. Account holders may terminate Service upon completion of a minimum 12 months of service. An early termination fee may apply if service is terminated prior. Account holders may terminate Service in person at the office or by telephone. Account holders are liable for all Services rendered by Air Advantage up to the time the account has been de-activated and all inside Equipment has been returned.

7. THEFT OF SERVICE. The receipt of Services without authorization is a crime. Customer understands that the law prohibits willful damage, alteration or destruction of Equipment. Customer may be subject to both civil and criminal penalties for such conduct. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from Air Advantage.

8. TERMINATION OF SERVICE BY SERVICE PROVIDER. Air Advantage will clearly state on each monthly bill when the payment is due. If Customer's bill is not paid by the due date, Air Advantage may disconnect Service. Upon termination for any reason, Air Advantage may charge additional fees on any unpaid balance. Further, Customer understands and agrees that Air Advantage may charge the payment method on file at termination of Service in the amount of any outstanding balance, fees and for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

9. VOLUNTARY SUSPENSION OF SERVICES (VACATION POLICY). Air Advantage may allow Customer to voluntarily suspend services during the agreement term. For the full policy, visit our website at www.airadvantage.net or contact Air Advantage.

10. CHANGES IN SERVICE/CHARGES. Air Advantage may change or eliminate Services and charges, in conformity with applicable law. Otherwise, Air Advantage will give Customers 30 days' notice of increases or other changes in charges or Services.

11. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE. The Service shall only be provided at the address where Air Advantage completes installation. Account holder may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without providing Air Advantage with consent from both parties (unless proof is provided that previous party is deceased).

12. SERVICE AND REPAIRS. Air Advantage will make reasonable efforts to maintain its system and respond to service calls in a timely manner. Air Advantage will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility. Customer is responsible to pay cost of repair or replacement.

13. ACCESS ON PREMISES. As a condition of receiving services, Customer authorizes Air Advantage to enter premises to construct, install, maintain, inspect and/or replace all other Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to Air Advantage a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace outlets, transmission lines and all other Equipment necessary to provide Services to Customer and others.

• If Customer is not the owner of the premises, Customer warrants that he/she has authority to grant such access and easement to Air Advantage, or that he/she has obtained consent from the owner of the premises for Air Advantage to install and maintain Equipment.

14. PRIOR ACCOUNTS. Customer warrants that no monies are owed to Air Advantage from previous accounts with Air Advantage. If Air Advantage finds a prior account with Customer where money is owed to Air Advantage, then Air Advantage may apply any funds received to that prior account.

15. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES. SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. AIR ADVANTAGE DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

a. Air Advantage makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder.

b. Limitation of Liability: Air Advantage shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of Air Advantage, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.

c. Customer Exclusive Remedy: Air Advantage's entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by Air Advantage of any obligation Air Advantage may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall Air Advantage's liability to Customer for any claim arising out of this Agreement exceed the amount paid by the Customer during the preceding 30 day period.

16. CUSTOMER INDEMNIFICATION. Customer is responsible for and shall defend, indemnify, and hold harmless Air Advantage and its employees, affiliates, suppliers, agents and contractors, and shall reimburse Air Advantage for any damages, losses or expenses (including, without limitation, reasonable attorney's fees and costs) incurred by Air Advantage in connection with any claims, suits, judgments and causes of action arising out of:

- a. customer use of the service or equipment;
- b. violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from customer use of the service or any unauthorized apparatus or system; and
- c. customer breach of any provision of this agreement.

17. SERVICE INTERRUPTIONS. Air Advantage assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strikes or weather. However, credit adjustments will be determined on a case by case basis.

18. INTERNET ACCESS SPEEDS. The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between Air Advantage facilities and the network interface device at Customer premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of Air Advantage. Actual internet speeds vary due to many factors including the capacity or performance of Customer's computer or device and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer's on-line experience, including ability to view streaming video, and speed of downloads. Except as otherwise

provided by law, Air Advantage reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.

19. INTERNET USE. Customer understands that use of Services is subject to Air Advantage Acceptable Internet Use Policy, which may be amended from time to time. This policy can be found at online at www.airadvantage.net or by contacting Air Advantage. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, and information transmitted or received through the Services. Air Advantage assumes no responsibility and disclaims any liability for the security of any information on Customer's personal devices, or the security or accuracy of any information or data transmitted or received through the Services. Air Advantage has no responsibility and disclaims any liability for unauthorized access by third persons to Customer personal devices, files, or data or any loss or destruction of files or data.

20. TROUBLESHOOTING. Contact tech support at 989-652-9500, at any time, for service issues relating to internet.

21. COMPLIANCE WITH AGREEMENT. Air Advantage reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or policies related to the Services.