

# Aeronet Business Service Agreement

## AERONET'S WEBSITE

### I. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO AERONET SERVICES AGREEMENT

1. **Service Level Standards.** Aeronet service commitment is to provide an average of ninety-percent (90%) of the CIR rated bandwidth as tested by the Aeronet network bandwidth-monitoring device and burstable to a maximum of the rated bandwidth. The Aeronet commitment extends from the Customer premise to our network node at the Aeronet Network Operating Center (NOC). Aeronet is committed to provide a network availability for any link of 99.99%.
2. **Network Outage Credits.** Aeronet will provide credits for Aeronet documented network outages resulting in Customer loss of use of the network, if Customer so requests, if the Customer outage is greater than 30 Minutes within a 24 hour period. Aeronet shall not provide any credits for: Pre-announced network maintenance windows, Customer induced outages, loss of power at the CPE, LAN issues resulting in Loss of connectivity to Aeronet, movement of CPE, moves and changes in cabling at the Customer Premises, changes in IP addresses, Internet issues beyond Aeronet's immediate control, and for any Force Majeure events as defined in the Agreement. Customer service is deemed active and in service if an Aeronet technician can ping the CPE or the Customer's router.
3. **Technical Support.** Aeronet assumes that the Customer has a basic understanding of its computer. Aeronet will not train Customer in basic computer skills such as, but not limited to deleting files or creating directories. Technical support is intended to facilitate the setup of Customer's properly functioning computer system for access to Aeronet's Services. Aeronet's technical support staff is not trained to and will not assist Customer in installing and/or troubleshooting software, printers, drivers, modems or telephone lines.
4. **Resale.** Subscriber is expressly prohibited from reselling any Services provided hereunder. Subscriber is prohibited from hosting any website dedicated to the sale or dissemination of any unlawful goods or services. The use of these Services in connection with any matter or thing, which violates any municipal, state, county, or federal law or ordinance is prohibited, and subscriber shall indemnify and hold harmless AERONET, its officers, directors, shareholders, agents and employees from any and all claims, liabilities, damages or expenses, including attorneys fees, arising out of or resulting from the use by Subscriber of the Services provided herein.
5. **Confidential Information.** The parties will protect Confidential Information, and limit its use and disclosure, as provided further in the Guide. "Confidential Information" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that (i) relates to this Agreement or changes to this Agreement; (ii) relates to the disclosing party's customers, products, services, developments, trade secrets, know-how or personnel; and (iii) is received by the receiving party from the disclosing party during the Term.
6. **Customer Consent to Use of Customer Proprietary Network Information ("CPNI").** Aeronet acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services Customer purchases from Aeronet, as well as related local and toll billing information, made available to Aeronet solely by virtue of Customer's relationship with Aeronet. With Customer consent, Aeronet may share Customer CPNI and other Confidential Information among its affiliates, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Aeronet and its affiliates. By signing this Agreement, Customer consents to Aeronet using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Aeronet in writing of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Aeronet, and in either case, will not affect Aeronet's provision of service to Customer.
7. **Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.**
  - 7.1. Aeronet will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Aeronet may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.
  - 7.2. Provided that Customer is served by at least one dedicated Aeronet representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Aeronet may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.
  - 7.3. Aeronet may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Aeronet that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Aeronet's on-line customer portal or other on-line communication mechanism.
  - 7.4. Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Aeronet, who have existing relationships on behalf of Customer with Aeronet customer service, account, or other Aeronet representatives and all other persons authorized in written notice(s) (including email) from Customer to Aeronet. Authorized Customer Representatives shall remain such until Customer notifies Aeronet in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable

# Aeronet Business Service Agreement

authentication and password procedures developed by Aeronet in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

## 8. Additional Limitations on Aeronet's Liability For Internet Service.

**8.1 Responsibility for Content.** Customer acknowledges that there is some content and material on the Internet or otherwise available through Aeronet's Internet service which may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations or may violate Customer's protected rights or those of others. Aeronet assumes no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER AERONET NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY CUSTOMER OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. Customer acknowledges that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet. Aeronet makes no representation or warranty regarding the effectiveness of such programs.

**8.2 Monitoring of Postings and Transmissions.** Aeronet shall have no obligation to monitor postings or transmissions made in connection with Aeronet's Internet. However, Customer acknowledges and agrees that Aeronet and its agents have the right to monitor, from time to time, any such postings and transmissions, including without limitation e-mail, newsgroups, chat, IP audio and video, and Web space content. Aeronet may also use and disclose them in accordance with Aeronet's Acceptable Use Policy and other applicable policies, and as otherwise required by law or government request. Aeronet reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this Agreement.

**8.3 Eavesdropping.** Aeronet's facilities are used by numerous persons or entities including, without limitation, other subscribers to the Internet. As a result, there is a risk that Customer could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor Customer's use of the Internet. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of Aeronet's Internet service. If Customer posts, stores, transmits, or disseminates any sensitive or confidential information, Customer does it at its sole risk. NEITHER AERONET NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY CUSTOMER. Customer acknowledges that software programs are commercially available that claim to be capable of encryption or anonymization. Aeronet makes no representation or warranty regarding the effectiveness of these programs.

**8.4 FTP/HTTP Service Setup.** Customer acknowledges that when using Aeronet's Internet service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to gain access to Customer's Equipment. Customer is solely responsible for the security of the Customer Equipment or any other equipment Customer chooses to use in connection with the Service, including without limitation any data stored on such equipment. NEITHER AERONET NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO THE USE OF SUCH APPLICATIONS BY CUSTOMER, OR THE ACCESS BY OTHERS TO THE CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF CUSTOMER.

## 9. Additional Limitations on Aeronet's Liability VoIP Services.

**9.1 Special Notice and limitations on VoIP Services.** VoIP includes 911/Enhanced 911 functionality ("911/E911") that may differ from the 911/E911 functionality furnished by other providers. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911. CUSTOMER AGREES TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. In order for VoIP 911/E911 calls to be properly directed to emergency services, Aeronet must have Customer's correct Premises address. If Customer moves the VoIP equipment to a different address without Aeronet's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the VoIP services (including 911/E911) may fail altogether. Therefore, Customer must call Aeronet before any change of address. All changes in service address require Aeronet's prior approval. VoIP Service uses electrical power. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated equipment is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem. Customer understands and acknowledges that all VoIP services, including 911/E911, as well as all online features of VoIP services, where Aeronet makes these features available, will be disabled if Customer's account is suspended or terminated.

**9.2 VoIP Restrictions.** Customer agrees any Voice over the Internet Protocol (VoIP) services will only be used at the Customer's premises, except that certain online features may be accessible from locations other than the premises. Customer understands and acknowledges that if it improperly installs the VoIP equipment at another location than the premises, then the VoIP services, including but not limited to 911/E911, may fail to function or may function improperly.

**9.3 Limitation of Liability and Indemnification.** CUSTOMER ACKNOWLEDGES AND AGREES THAT AERONET WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS AERONET AND ITS AFFILIATES, SUPPLIERS OR

# Aeronet Business Service Agreement

AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

10. **Prohibited Uses of Internet.** Customer agrees not to use Internet for operation as an Internet service provider, a server site for ftp, telnet, rlogin, e-mail hosting, "Web hosting" or other similar applications, or as an end-point on a non-Aeronet local area network or wide area network. Customer agrees to indemnify, defend and hold harmless Aeronet and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of any breach of this Section including, but not limited to, any claims based on or arising out of any material violation of any applicable law.
11. **Service Marks, Trademarks and Name.** Neither Aeronet nor Customer may: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

## II. AERONET'S ACCEPTABLE USE POLICY FOR INTERNET SERVICES

1. **Aeronet Acceptable Use Policy ("Policy").** Customer must comply with the Policy. Failure to comply with this Policy could result in the suspension or termination of Customer's Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Aeronet so that it can close your account.

2. **Prohibited Uses and Activities.** In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the Aeronet Equipment, either individually or in combination with one another, to:

### A. Conduct and information restrictions

1. undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
2. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
3. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
4. transmit unsolicited bulk or commercial messages commonly known as "spam;"
5. send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
6. initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
7. participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
8. collect responses from unsolicited bulk messages;
9. falsify, alter, or remove message headers;
10. falsify references to Aeronet or its network, by name or other identifier, in messages;
11. impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
12. violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

### B. Technical restrictions

1. access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
2. use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
3. copy, distribute, or sublicense any proprietary software provided in connection with the Service by Aeronet or any third party, except that you may make one copy of each software program for back-up purposes only;
4. distribute programs that make unauthorized changes to software (cracks);
5. use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also

# Aeronet Business Service Agreement

- commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
6. use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
  7. service, alter, modify, or tamper with the Aeronet Equipment or Service or permit any other person to do the same who is not authorized by Aeronet;

## C. Network and usage restrictions

1. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
2. restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Aeronet (or Aeronet supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Aeronet (or Aeronet supplier) facilities used to deliver the Service;
3. resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and non-commercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit);
4. connect the Aeronet Equipment to any computer outside of your Premises;
5. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
6. accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

**3. Customer Conduct and Features of the Service.** In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. Aeronet recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by Aeronet and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Aeronet that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

**4. Requirements for electronic mail.** The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of this Policy. Aeronet is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. Aeronet is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at Aeronet's sole discretion. In the event that Aeronet believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Aeronet (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Aeronet may at any time reserve any identifiers on the Service for Aeronet's own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

**5. Requirements that apply to personal web pages and file storage.** As part of the Service, Aeronet provides access to personal Web pages and storage space through the Personal Web Pages and Online Storage features (collectively, the "Personal Web Features"). You are solely responsible for any information that you or others publish or store on the Personal Web Features. You are also responsible for ensuring that all content made available through the Personal Web Features is appropriate for those who may have access to it. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Aeronet reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this Policy. For purposes of this Policy, "material" refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Aeronet may remove or block content contained on your Personal Web Features and terminate your Personal Web Features and/or your use of the Service if we determine that you have violated the terms of this Policy.

**6. Violation of this Acceptable Use Policy.** Aeronet does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Aeronet has no obligation to monitor the Service and/or the network. However, Aeronet and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Aeronet users. Aeronet prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Aeronet also prefers

## **Aeronet Business Service Agreement**

to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Aeronet's intervention. However, if the Service is used in a way that Aeronet or its suppliers, in their sole discretion, believe violates this Policy, Aeronet or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service (including but not limited to newsgroups). Neither Aeronet nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Aeronet's exclusive remedies and Aeronet may take any other legal or technical actions it deems appropriate with or without notice. Aeronet reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Aeronet's servers and network. During an investigation, Aeronet may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Aeronet and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, Aeronet is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts). The failure of Aeronet or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. Customer agrees to indemnify, defend and hold harmless Aeronet and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Customer's indemnification will survive any termination of the Agreement.