

Wireless Internet Service Agreement

In consideration of the use, and privilege of use, of wireless Internet service and equipment necessary for same by the St Joe Wireless Services, the customer agrees to the following:

1. Customer shall comply with St Joe Wireless Services' (Midwest Mobile Radio Service) Internet service agreement and terms of service agreement. The terms are incorporated herein by reference and located on the Internet at St Joe Wireless Services' home page, www.stjoewireless.net.
2. St Joe Wireless Services will supply the use of un-amplified equipment necessary to make a sufficient connection to the Internet service. St Joe Wireless retains ownership of the equipment provided. If it is determined that an amplifier is needed to make a sufficient connection it will be the responsibility of the customer. Cable runs over 100 foot or tall tower installations will be custom quoted. Customer shall be responsible for all costs associated with the replacement or repair of any equipment or damages caused as a result of misuse, abuse, neglect, or negligence by the customer. Surge/lightning protection is recommended on all installations. Insurance of equipment owned by St Joe Wireless services is the responsibility of the user.
3. Customer shall hold St Joe Wireless harmless for any problems relating to installation of internal or external hardware necessary for operation of wireless system. Although not required, it is highly recommended that all customers back up necessary files prior to installation of wireless equipment.
4. Internet Service is subject to transmission limitations caused by traffic, bottlenecks, and other causes. Additionally, wireless Internet service can be adversely affected by atmospheric, topographical, and other conditions. Service may also be temporarily refused, limited, interrupted or curtailed due to governmental regulations, actions or orders, system capacity limitations, limitations imposed by underlying communications carriers, or because of equipment modifications, upgrades, repairs, reallocations, or similar activities necessary for the operation or improvement of St Joe Wireless' Internet System.
5. St Joe Wireless reserves the right to restrict bandwidth to any user whose traffic or usage results in slowdowns of the entire network. The Wireless Internet system was not intended for server use such as hosting large web pages, hosting download pages, providing streaming media or hosting game servers. St Joe Wireless at its sole discretion may limit a customer's ability to house a server on the Wireless Network.
6. Customer must use approved equipment as provided for as part of the usage Internet service agreement.
7. Either party may terminate this agreement at any time. When terminated, all equipment provided by St Joe Wireless Services must be returned to 812 S. 10th Street, St. Joseph Missouri in a satisfactory condition. St Joe Wireless may, at its option, have a representative remove the equipment for the customer. Customer shall be solely responsible for the cost of any equipment which is damaged, is not in good working order, or is not returned. Further, customer shall be responsible for payment of all charges and costs incurred for the services provided by St Joe Wireless up to the date of termination.
8. Customer agrees that if any charges are not paid under the terms of this agreement, if any equipment is not returned, or if any damages to the equipment are not paid by the customer, then St Joe Wireless Services shall be entitled to terminate any service to the customer until said charges are paid or equipment returned. Customer shall be

responsible for payment of any attorney fees and costs that are incurred for collection of any fees or charges owed by the customer pursuant to this agreement.

9. Customer must make his equipment reasonably accessible to St Joe Wireless or its agents for equipment changes and upgrades.