



MAXWIRE BUSINESS SERVICE AGREEMENT

WWW.MAXWIRE.NET – SALES @MAXWIRE.NET – PHONE: 815-692-6341- FAX 866-583-7594

PLEASE CHECK ONE

BASIC Monthly Usage: 150Gb*		PLUS Monthly Usage: 300Gb**	
<input type="checkbox"/> \$59/month Annual Payment (\$708/yr)	<input type="checkbox"/> \$69/month	<input type="checkbox"/> \$79/month Annual Payment (\$948/yr)	<input type="checkbox"/> \$89/month
<p>Speeds for all plans are up to 12mb download / 2mb upload. Connection speeds are determined by type of equipment, distance from access location, and connection quality. All customers start with base installation tier which is provisioned at up to 3mb download / 1mb upload. Top tier speeds not available everywhere.</p> <p>*When usage quota is reached, plan is transitioned into Web & Email only. ** When usage quota is reached, overage charges apply (\$20 per 50Gb block)</p>			
<p>Business Plans include (upon request, at no charge):</p> <ul style="list-style-type: none"> - Static IP Address, up to 5 POP email boxes, and monthly snail mail billing 			

<p>Basic Installation \$99</p> <p>Includes: Most direct route to PC - Approximately 1-2 hours on-site Special installation requirements may incur additional charges</p>

Agreed and Accepted by Customer: Billing Information			
Company Name	Title	Date	
Address			
City	State	Zip	
Telephone	Billing Email		
Signature			
By signing this, I am agreeing to the term of 2 years.			

Credit Card Information (If Applicable)	
Credit Card #	Expiration Date

Note: Business Customers have the option to receive monthly bill via email, mail, or both.

<p>30 Day Money Back Guarantee</p> <p>If before 30 days of your installation you are not satisfied with your Maxwire service for any reason, you will be refunded the cost of Basic installation and any pre-payments you have paid.</p>



MAXWIRE TERMS AND CONDITIONS

NOT reading this document does not limit your liability regarding your subscription.

INTRODUCTION. Maxwire Internet Service (MAXWIRE) provides its CUSTOMERS a high-speed wireless Internet connection, which we refer to as the SERVICE. The Acceptable Use Policies (AUP) are intended to provide protection for our CUSTOMERS and the Internet community, while also allowing MAXWIRE to fairly share its network to all CUSTOMERS. MAXWIRE may modify the TERMS AND CONDITIONS of this agreement at any time. The most current TERMS AND CONDITIONS in effect shall be those found on the MAXWIRE web site at www.maxwire.net/tac. The prices for SERVICE are subject to change at any time, with the most current prices as well as MAXWIRE AUPs found on our website at www.maxwire.net/aup. MAXWIRE refers to any paying, contracted (under a SERVICE AGREEMENT) individual, organization or business using the MAXWIRE SERVICE as a CUSTOMER.

30-DAY MONEY BACK GUARANTEE. In the first 30 days of SERVICE, if the CUSTOMER is not satisfied with the performance of the SERVICE, we will give a full refund of the basic installation fee and initial monthly fee for SERVICE, with the exception of any refund of custom installation fees; and SERVICE and SERVICE AGREEMENT will be immediately terminated upon notice of dissatisfaction.

USE OF SERVICE AT YOUR OWN RISK. The CUSTOMER is solely responsible for the content of communications on the Internet. The SERVICE provided by MAXWIRE is "as is" and at the CUSTOMER's own risk. MAXWIRE denies any responsibility for the accuracy of information obtained through the SERVICE. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. MAXWIRE is not responsible or liable for any errors, delays, or interruptions. The CUSTOMER understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

SERVICE DISRUPTION. MAXWIRE does not guarantee uninterrupted SERVICE, unless otherwise stated in service level agreement. We will not and cannot be held responsible for any disruption of Internet connectivity due to power outages, network faults, acts of God, MAXWIRE equipment malfunction or any natural disaster (including weather). All Internet service is provided on an "as is" and "as available" basis. MAXWIRE does not guarantee against any loss of SERVICE time, transmission errors, connectivity or quality of SERVICE. The CUSTOMER acknowledges and agrees that the SERVICE is not intended to be, and will not be used as the CUSTOMER's primary or "life-line" telecommunications service.

INSTALLATION. The CUSTOMER authorizes MAXWIRE or its contractor(s) to install the necessary wiring and Subscriber Unit (SU) required for wireless Internet SERVICE on the premises specified by the CUSTOMER at the time of installation. The standard installation includes the mounting of an antenna and/or SU, a wireless transceiver on the outside of the house and/or building, the routing of cable(s) by the most direct path to one computer and/or router on the CUSTOMER's premises. Fishing of walls and/or attic crawling is not included with standard installation. The connecting of multiple computers at the CUSTOMER's premises may require additional costs in equipment and wiring. Any requests for custom installation work will require additional charges by our contractor(s). MAXWIRE and its contractor(s) will not be held liable for any alterations to CUSTOMER's premises that result from the installation or removal of the SU and/or wiring, including any holes in walls, cable wiring or antenna mounting brackets; although great care will be used to make the installations reasonably appealing.

OBSTRUCTIONS. Wireless Internet communications is dependant on a clear Line of Sight to the Access Point (AP), which is the point where the wireless connects to our broadband ISP partner(s). MAXWIRE will make every reasonable effort to provide the CUSTOMER with the best SERVICE possible. Unfortunately, some locations could experience changes in SERVICE due to seasonal changes (i.e. spring and summer foliage) which in turn affect the line of sight to the AP. MAXWIRE will make every reasonable effort to relocate or realign the SU. However, MAXWIRE cannot prevent Line of Sight problems and therefore cannot guarantee SERVICE or be held liable for any loss of SERVICE.

PAYMENT POLICY. MAXWIRE will invoice its CUSTOMERS by direct debit, printed invoice or email, on either a monthly or annual basis. The first month's SERVICE charge and installation charge is payable before the time of installation. The invoice balance on an annual invoice can be paid with check, money order or credit/debit card online or at one of our authorized locations, payable to MAXWIRE. A residential monthly CUSTOMER will be required to have an active credit card or checking account number on file at all times, in order to have the monthly SERVICE charge automatically debited each month. The payment is due on the day of the month the CUSTOMER's service was activated, unless otherwise specified. Any CUSTOMER account with an invoice not paid within 15 days of the invoice date will automatically have its Internet access restricted until payment is arranged. When an account reaches 30 days past due, MAXWIRE will notify CUSTOMER by phone or email that there is a payment issue associated with the account(s). After the account has reached 45 days past due, the SERVICE will be cancelled and a deposit and/or reactivation fee may be charged.

UNACCEPTABLE USE. MAXWIRE may, at its discretion, immediately terminate or reduce SERVICE to the CUSTOMER upon any single or multiple incidents of the following conditions: A. Failure to pay SERVICE fees in a timely manner; B. Interference and/or disruption of Internet SERVICE to other CUSTOMERS and/or their equipment on the MAXWIRE wireless network (see also AUP); C. Propagation of computer viruses and/or spyware (see also AUP); D. Unauthorized entry into another person(s) or organization(s) computer, systems, and/or information (see also AUP); E. Unsolicited blanket emailing known as "spamming" (see also AUP); F. Any violation of local, state, federal or international law or that



of any Sovereign Nation or the MAXWIRE AUP.

EXCESSIVE BANDWIDTH CONSUMERS. CUSTOMER activities that consume unusually large amounts of bandwidth include, but are not limited to: multiple computers on the same connection, programs or servers which provide SERVICES to others via the CUSTOMER's SERVICE and some types of gaming software. When excessive consumption of bandwidth by a CUSTOMER prevents all CUSTOMERS fair access to the MAXWIRE wireless network, MAXWIRE reserves the right to take necessary steps to correct this problem. These steps include, but are not limited to: limiting bandwidth, disabling communication protocols, and discontinuing SERVICE without prior notice. If CUSTOMER transfers more than the bandwidth cap during a billing cycle, CUSTOMER's bandwidth will be limited.

SERVICE SHARING. If at any time, MAXWIRE discovers that the CUSTOMER is sharing their SERVICE or has networked to others outside of the premises without the express written consent of MAXWIRE, SERVICE will be immediately terminated to the CUSTOMER with no refunds of any kind.

INDEMNIFICATION. CUSTOMER agrees to indemnify and hold harmless MAXWIRE, its owner(s), partner(s) and contractor(s) against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or relating to any and all claims and/or losses accruing or resulting from the installation of SERVICE, equipment, materials or supplies in connection with the performance of this agreement, to any and all CUSTOMERS and/or any other person, firm, organization or corporation.

NETWORK POLICY. MAXWIRE's network is designed to give CUSTOMERS the ability to use the most common services needed for the average user. CUSTOMER routers are furnished and controlled by MAXWIRE. Some ports are blocked for the general safety of the network as well. Advanced users may request changes to their service. This includes requests for port forwards and unblocking of third-party email servers.

CUSTOMER EQUIPMENT. MAXWIRE is not responsible for maintaining or supporting any equipment owned by the CUSTOMER, and is not liable for any damages to the CUSTOMER's SU, computer(s) or other equipment.

MAXWIRE EQUIPMENT. The CUSTOMER is responsible for the reasonable care of MAXWIRE equipment on their property. Damage to equipment due to neglect, abuse or other circumstances related to the customer residence (power surge, lightning, fire, etc) will be charged to the CUSTOMER. Equipment that experiences hardware failure from normal wear and tear or equipment that is deemed damaged through normal maintenance will be replaced by MAXWIRE at no cost to the customer. Lost or damaged equipment for which the CUSTOMER is deemed responsible will only be replaced once the equipment in question is paid for by the CUSTOMER. Failure to pay will result in termination of SERVICE and the bill being sent to collections as outlined in the "CANCELLATION" section.

REPEATER POINTS / HOT SPOTS. Maxwire reserves the right to use their equipment on customer site repeater points and hot spots, to service Maxwire customers if desired

SPAMMING. Spamming is the sending of unsolicited e-mails (see also MAXWIRE AUP). MAXWIRE will not tolerate any type of spamming. The SERVICE of the spamming CUSTOMERS will be immediately disconnected without prior notice and will not be eligible for any refund(s) for termination of SERVICE due to spamming. If CUSTOMER is infected with malicious software without knowledge, MAXWIRE will request that CUSTOMER's computer is "cleaned" or restored before restoring CUSTOMER's MAXWIRE connection.

CANCELLATION. A CUSTOMER wishing to cancel SERVICE must submit a written notice by email or post requesting the SERVICE be discontinued. If the CUSTOMER cancels SERVICE within the initial two years of SERVICE, they are subject to a \$170.00 termination fee. MAXWIRE will never refund any installation fees after the first 30 days. If any monthly fees are paid in advance, any refunds will be on a pro-rata basis (i.e. any discounted rates or SERVICE referral credits shall be forfeited on early cancellations). The CUSTOMER will continue to be liable under these TERMS AND CONDITIONS as well as the SERVICE AGREEMENT for all fees and charges until such time as the SERVICE AGREEMENT has been properly terminated or MAXWIRE has acknowledged such termination in writing or by e-mail. The termination of SERVICE is not complete until all MAXWIRE equipment has been recovered and any outstanding fees have been paid. Failure to return any MAXWIRE equipment will result in the CUSTOMER account being charged for the value of said equipment. MAXWIRE will notify the customer in writing of any outstanding balance or credits. Failure to pay outstanding charges 30 days after the notification of these charges will result in the bill being sent to collections.

Under penalty of perjury, by the laws of Illinois, I do swear that I have read, understand and agree to these TERMS AND CONDITIONS:

Customer Initials _____