

CNSP, Inc.
PO Box 23120
Santa Fe, NM 87502

Wireless Internet Service Agreement

By establishing an account or using the Services of CNSP Wireless, Inc. you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to all customers subscribing to CNSP Wireless Internet Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing CNSP Wireless Internet Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as CNSP Wireless may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

Payment Policies and Terms: This Agreement is effective on the latest signature date and is **(Initial One) (___ Month to Month ___) (One Year ___) (Two Years ___) (Three Years ___)** from the date Service is available to Customer under this Agreement, as evidenced by CNSP records ("Term"), or, thirty (30) days for the date that CNSP notifies Customer of Service availability, if Customer causes delays in installation. Upon expiration, Service will continue under the terms and conditions of this Agreement at CNSP's then current month to month fees. Month to month fees are subject to change upon thirty (30) days notice. Subscriber shall be billed monthly for service one month in advance. Payment by Subscriber shall be due to CNSP Wireless within fifteen (15) days from the date of the invoice. A **Fifteen Dollar (\$15.00) late payment fee** shall be assessed on any account not paid within fifteen (15) days from the date of invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts shall accrue interest at **21.5% APR** on all outstanding principle amounts until paid. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscribers account that has been placed on suspended service there shall be due a **Fifty Dollar (\$50.00) reconnection** charge to reactivate Subscribers Services after the arrearage has been paid.

A Twenty Five Dollar (\$25.00) fee will be added to the subscriber account in the event of any bank returned check. In the event that more than one check is returned, we will only accept cash, credit card or certified funds for payment on the account.

Termination: Either Party may terminate this Agreement for cause provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given the other Party and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement. If CNSP terminates this Agreement for cause, or if Customer terminates this Agreement WITHOUT cause, Customer shall pay termination charges as defined below. If termination is prior to installation of Service, termination charges shall be those reasonable costs incurred by CNSP through the date of termination.

If Customer disconnects all or part of Service after installation, Customer shall pay a termination charge equal to one hundred percent (100%) of the monthly rate for Service terminated multiplied by the number of months, or portion thereof, remaining in the Term of this Agreement; plus the balance of all billed but unpaid recurring and all outstanding nonrecurring charges. In addition, if Customer was granted a discount or waiver with respect to any nonrecurring charges based on the duration of Customer's Term commitment, then Customer will also pay an amount equal to the nonrecurring charge discount. Subscriber is responsible for ensuring that all equipment leased from CNSP is returned within 30 days after termination of this agreement. Failure to return leased equipment will result in an equipment charge of \$550.00 or retail value of such equipment. If subscriber requests that CNSP pickup leased equipment, subscriber agrees to pay CNSP hourly charges of \$80 per hour with a \$80 minimum.

Subscriber's Initials_____.

Subscriber may terminate this Agreement by submitting a request for termination (email, fax, U.S. Mail) to the addresses or phone numbers listed in this agreement. Requests received prior to close of business shall have a termination date of the next business day.

Without prior notice, CNSP Wireless may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if CNSP Wireless, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or any Federal Laws governing Internet Use or if you fail to pay any charges when due. CNSP Wireless may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. Termination by CNSP Wireless for violation of CNSP's Acceptable Use Policy shall be subject to the termination fee as described above.

Additional Fees: In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install. Additional labor is billed at \$80.00/hr.

Equipment and Scope of Work: All equipment, modems, subscriber modules, antennas and standard mounting equipment, will at all times remain the property of the subscriber. Subscriber may lease or purchase the equipment.

Standard Maintenance: CNSP Wireless' connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to CNSP Wireless's network and backbone connectivity.

If your connection ceases to function properly but CNSP Wireless' network is still functioning properly, a technician will be sent to troubleshoot during normal business hours (9AM-4:30PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not covered by Standard Maintenance" section, standard hourly rates apply.

Not Covered by Standard Maintenance: Maintenance, repair or replacement of parts damaged or lost through catastrophe, wind, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscribers computer and/or peripheral equipment not installed by CNSP Wireless, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

Indemnification/Release: Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release CNSP Wireless, 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 CNSP Wireless's services hereunder including but not limited to, Subscriber's access to content uploaded or down loaded using Wireless CNSP's service from any source or to any recipient. Subscriber further releases CNSP Wireless from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through CNSP Wireless' systems and/or the wireless network. Subscriber's release of CNSP Wireless includes any actions or inaction by CNSP Wireless which amount to negligence. Subscriber further agrees to indemnify and hold harmless CNSP Wireless 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, CNSP Wireless' services herein.

Disclaimer: CNSP Wireless assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via CNSP Wireless' services. CNSP Wireless discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by CNSP Wireless 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 CNSP Wireless that its use of CNSP Wireless' service to access information, content or other services is at it's own risk.

Governing Law and Venue: The laws of the State of New Mexico 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 Santa Fe, New Mexico

Customer Agreement: The customer agrees that they have read and understood the checklist, FAQ and “Won’t Do” sections of the CNSP Wireless website. **The customer assumes all liability of providing a computer or device capable of using IP over Ethernet.**

Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the 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.

The undersigned understands this is a legally binding contract.
Please provide the following information accurately.

We will be using this information to carry out a credit check. Service is contingent of approved credit. All information must be filled out if you are leasing the equipment.

Subscriber Name: _____

Social Security #: _____ Date of Birth: _____

Driver’s License Number: _____ # Dependents: _____ Ages: _____

Service Address: _____ City: _____ Zip: _____ How Long _____

Home Phone #: _____ Work Phone #: _____ Cell Phone #: _____

Present Employers Name and Address: _____

Position Title: _____ Name of Supervisor: _____

Monthly Gross Salary or Commission: _____

Other Income: _____ Per Month: _____ For How Long: _____

Real Estate Mortgage or Monthly Rent Amount: _____ Present Balance: _____

Monthly Payment: _____ Email: _____

Credit Card Number _____ Expiration _____ CVV: _____

Credit Card Address: _____ City: _____ State: _____ Zip: _____

Service Details:

Speed: 768kb _____ 1.5MB _____ 3.0MB _____ **Startup: \$169.99** *See price sheet for pricing

Term: Month-to-Month _____ 1 Year _____ 2 Year _____ 3 Year _____

Equipment: _____ (0-1 Mile) (1-7 Miles) (7-30 Miles) (From Main Tower)
\$450 Purchase \$5 \$10 \$20 (circle one)

Subscriber Signature: _____ **Date:** _____
My signature above indicates that I have read and I agree to all 5 pages of this contract.

CNSP Wireless

Accepted by: _____

Date: _____

Permitting and Landlord Approval: It is the Subscriber's responsibility to obtain any required permits, homeowner associations approvals, mortgage grantors permission, or to grant or gain landlord approval for the placement of the antenna on the Subscribers building. **Landlord/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receiver CNSP Wireless services.**

Authorized Signature of Landlord/Owner Date
Or other interest holder in the property.

How did you hear about us? _____

Acceptable Use Policy

CNSP Wireless agrees to provide high speed wireless internet to the subscriber listed below subject to the following terms and conditions:

This service is for single family residence or home-office use only. Internet sharing is allowed only within the boundaries of the residence. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means will result in immediate disconnection. Reselling this service will result in immediate disconnection. However, businesses may set up a WiFi hotspot with permission from CNSP Wireless, but this is only allowed on a case by case basis.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space may, at CNSP's discretion, be transferred to a compressed temporary file or storage. CNSP may delete the temporary file from the server 60 days after notifying you.

Abuse of Services

Any use of the system that disrupts the normal use of the system for other 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 their computational, information, or communication devices or resources of others is a violation of this agreement. The use of CNSP services by Subscribers to modify, alter, reverse engineer, decompile 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 is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter router protocol by Subscriber is a violation of this Agreement. Any Subscriber deemed by CNSP Wireless to be in violation of this section is subject to immediate termination by CNSP Wireless. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

Monitoring the Services

CNSP Wireless has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if CNSP Wireless, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interests.

OPTIONAL SERVICES
 (Circle/Initial All That You Would Like)

<u>Service</u>	<u>Hardware Cost</u>	<u>Service Setup Cost</u>
WiFi Router Install/Configure	\$79.99 ___initials	\$99.99___initials
Install/Configure NIC Card	\$99.99 ___initials	\$99.99___initials
Each Additional NIC Card	\$99.99 ___initials	\$99.99___initials
Add Computer To HUB Switch With Ethernet Cable	\$50.00 ___initials	\$99.99___initials
Ethernet Wiring per Jack	\$29.99 ___initials	\$149.99___initials
Install Virus and Spyware		\$99.99___initials
Troubleshoot Computer Problems		\$80 Per Hour___initials