

AIR ADVANTAGE, LLC
SUBSCRIBER AGREEMENT & ACCEPTABLE USE POLICY

AIR ADVANTAGE, LLC (hereafter "Air Advantage") is an internet access service. This Service Agreement (hereafter "Agreement") sets forth the terms and conditions pursuant to which Air Advantage has internet access. All references in this Agreement to "service" are to internet access service or internet service.

1. Your Account

You affirm that you are at least 18 years of age and, if you are executing this Agreement on behalf of a corporation, partnership, or LLC, you are authorized to execute this Agreement on its behalf. As the account holder, you are responsible for the account and the maintenance of any associated passwords. You are responsible for all use of your account, by anyone, unless it can be conclusively proven, to the sole satisfaction of Air Advantage to have been an unauthorized intrusion. If you believe that there has been an unauthorized access to your account, you must change your password and notify Air Advantage immediately of the breach. Such notification shall also be provided to Air Advantage in writing.

- a) Rates and Charges, Residential. The price of our basic service to you is \$38.00 dollars residential (\$55.00 business), per month. Subscriber will be billed on a monthly basis. Subscriber agrees to pay the bill in full by its due date. In addition, there is a one-time activation fee of \$100.00 dollars for residential installation (\$150.00 business). There will be a \$2.00 dollar handling fee for accounts requiring an invoice to be sent through the post office as opposed to being emailed. These rates and charges are subject to change by Air Advantage from time to time without notice.
- b) Rates and Charges, Business. The price of our service to you is \$55.00 dollars, per month. Subscriber will be billed on a monthly basis. Subscriber agrees to pay the bill by its due date. In addition, there is a one-time activation fee of \$150.00 dollars. These rates and charges are subject to change by Air Advantage from time to time without notice.
- c) Term. You agree to sign up for a minimum term of one-year service. Any prior cancellation shall require payment of the balance of charges owing for the entire minimum term.
- d) Email Account. Air Advantage requires you to maintain a valid email account with us at all times in order that we may communicate with you regarding your service. Subscribers with existing email accounts on other services may request to have their mail forwarded to those accounts at no extra charge. You agree to notify Air Advantage of your email address within five (5) days of installation of service or within three (3) days of any email address change.

2. Customer Information

You agree to notify us of any change in your billing credit card number, address, and telephone number of service location. This notification must be made within 7 days of the

change and must be made in writing to Air Advantage. Account information provided by you to Air Advantage will be kept confidential. At no time will Air Advantage share your information with any Third Party within the following explicit exclusions:

- a) Air Advantage may share part or all of the information you provide to agents or companies in the employ of Air Advantage to service your account. Only the information pertinent to that service will be shared.
- b) Air Advantage may share any and all information in its possession about you and your account in an attempt to collect fees owed to us or our Agents.
- c) Air Advantage may share any and all information in its possession about you and your account as may be necessary or required to comply with any laws, rules, regulations, or legal process, upon the request of any law enforcement agency during the course of its investigation into any matter relating to their use of the Air Advantage Service and for any reason set forth under Paragraph 15 of this Agreement.

3. Payment

All services provided by Air Advantage must be paid for in advance. Payment shall always be due and payable on the first calendar day of each month unless your account has been prepaid for that month and any succeeding months. Because Air Advantage employs fixed fees, **payment is required even if you have not received an invoice.** If payment is not received by the tenth (10th) day of the current service month, your account may be suspended until the full payment owed and a twenty-dollar (\$20.00 USD) reactivation fee is received by Air Advantage. If payment is not received by the fifteenth (15th) day of the service month, your account may be terminated, in the sole discretion of Air Advantage, and the full amount due for the entire sign-up term will be due and payable as of the date of termination. Terminated accounts may not be reactivated. If your account has been terminated, a new account must be created and you will be required to pay the standard sign-up fees and a minimum of three (3) months service in advance. All accounts thirty (30) days past due will be subject to a time price differential equal to one and one-half (1 ½%) percent on the unpaid balance for each month the account remains outstanding. Should Air Advantage initiate any action to collect any amounts owed by you, you shall be responsible for Air Advantage's costs and reasonable attorney fees in pursuing such action. In addition, Subscriber agrees to be responsible for all costs and reasonable attorney fees that collection or suit may entail. A charge of twenty-five dollars (\$25.00 USD) will be assessed on all checks returned due to non-sufficient funds (NSF).

If you choose to have us mail an invoice to you on a monthly basis and do not provide us with a credit card or routing information for automatic payment each month, a \$2.00 service fee will be added to your monthly invoice.

4. Service Limitations

Air Advantage prohibits the sending of mass emails or unsolicited commercial email, newsgroup, or forum postings (also known as SPAM). Air Advantage prohibits engaging in any predatory activity, including but not limited to the unauthorized accessing of other Internet

devices or appliances, the dissemination of predatory or damaging broadcasts such as viruses, Trojans, worms or other remotely activated software or hardware agents. Air Advantage subscribers may not engage in any activity that violates federal, state, or municipal law, or violates prevailing community standards. Any Air Advantage subscriber engaging in this or other behavior that poses a threat to, or damages the Air Advantage Network or other Air Advantage subscribers or Internet users shall have their accounts terminated without notice and will forfeit any prepayments they may have paid. Users terminated for the reasons described in this paragraph will be liable for any payments due for the remainder of their sign up term and/or any other costs payable under this Agreement.

Subscribers may not operate for-profit enterprises over their high-speed service without the express written permission of Air Advantage. At no time will any subscriber or users of the Air Advantage service resell and or operate commercial networking services on or over the Air Advantage network.

Subscribers may not use or allow others to use Air Advantage to harm or attempt to harm a minor, including but not limited to using Air Advantage to send pornographic, obscene or profane materials.

Air Advantage cannot guarantee that all current or future Internet applications can or will be supported.

Subscribers may not knowingly allow other non-subscribers access to the Air Advantage service through the use of wireless routers, routers or other type of network connections. Knowingly sharing subscription services may result in immediate termination of service by Air Advantage.

5. Acceptable Use Policy

Air Advantage requires that Subscriber complies with the terms of its acceptable Use Policy. A copy of that acceptable Use Policy can be found on Air Advantage's website and is incorporated into this Agreement by reference. Air Advantage has the right to edit and/or remove any matter from any of your websites that utilize Air Advantage service. This right is without limitation and can be exercised by Air Advantage at any time and for any reason, in its sole discretion.

6. Compliance Measures and Privacy

Air Advantage has no obligation to monitor content. Subscriber agrees, however, that Air Advantage has the right to monitor the service from time to time in accordance with its Privacy Policy. A copy of the Privacy Policy can be found on Air Advantage's website at www.airadvantage.net and is incorporated into this Agreement by reference.

7. Air Advantage Equipment and Damage to Equipment Owned by Air Advantage

Air Advantage provides equipment to connect a single computer to the Air Advantage network and the Internet. This equipment is and shall remain the sole property of Air Advantage, Inc. throughout the term of this agreement and/or while Air Advantage provides

service to the subscriber. The Subscriber assumes full responsibility for the operation and protection of this equipment at all times. The agreed value of this equipment is \$500.00 per connection and the subscriber agrees to pay the full retail costs for the replacement or repair of any lost, stolen, damaged (including damage caused by lightning, wind, fire, flood or other cause) or unreturned equipment and to make such payment on demand by Air Advantage. However, if equipment becomes inoperable due to any defect failure not attributable to Subscriber (except those noted above), Air Advantage will replace or repair the equipment in whole or in part at its sole discretion at no cost to the Subscriber. The Subscriber agrees to return the equipment to Air Advantage at the conclusion of the term of this Agreement or upon termination of service by either party.

8. Service and Equipment Installation

The standard installation of Air Advantage high-speed service includes:

- a) The radio equipment and interconnection components to place a single Ethernet compatible computer on the service.
- b) Customer supplied adequate and conditioned power to operate the Air Advantage equipment and the subscriber computer.
- c) Appropriate mounts, other than those designed to significantly elevate the antenna equipment 5' or more for the Air Advantage equipment that offer reasonable and prudent protection to the Air Advantage equipment.

Standard Installation DOES NOT include:

- The installation and cost of additional equipment such as a 10' tripod antenna to obtain a clear signal to our transmission tower;
- Trenching of cable through driveways, greenbelts or other trenching;
- Extending data cabling to other rooms in the home or office for the purpose of adding additional computers;
- Extending data cable beyond 150' from the antenna location;
- Other services not included herein.

Air Advantage has no obligation to perform subscriber equipment installation. It may, however, in its discretion choose to do so upon the request of Subscriber. The Subscriber may elect to have a third party perform the installation and needed configuration of their computer. However, any installing third party must be approved by Air Advantage. **ANY FEES OR COSTS INVOLVED IN THE INSTALLATION OF MORE THAN ONE COMPUTER TO THE AIR ADVANTAGE EQUIPMENT ARE NOT COVERED BY ANY COSTS AND FEES PAID TO AIR ADVANTAGE AND MUST BE NEGOTIATED AND AGREED TO BETWEEN THE SUBSCRIBER AND INSTALLING THIRD PARTY.**

IP addresses may be configured in your hardware or software for the duration of your service with Air Advantage. These addresses are NOT portable and remain the property of Air Advantage. Subscribers may not use any address which is not explicitly issued by Air Advantage. Any subscriber using unapproved addresses shall be in violation of Paragraph 4 of this document.

Air Advantage is not responsible for any damage to or loss of data or software from your computer while installing, operating or maintaining Air Advantage services. We recommend that you back-up all existing computer files by copying them to a different storage device prior to the installation, operation or maintenance of any Air Advantage hardware or software.

The Air Advantage high-speed service must be connected to a suitable 10/100 Mbps Ethernet port on your computer or router. You may also need an appropriate Ethernet interface installed on your computer.

Air Advantage will provide support only for the Air Advantage high-speed service components. Air Advantage is not required to support to components or software that Air Advantage did not provide to you specifically for use in maintaining your connection to the Internet and the Air Advantage network.

9. Subscriber Support

Air Advantage will provide telephone assistance via a specified telephone number on a reasonable efforts basis during specified hours. Assistance is limited to problems arising from use of the Air Advantage service and excludes problems related to your personal hardware and software. Air Advantage cannot guarantee the resolution of any particular problem or Air Advantage service disruption. However, Air Advantage will make a reasonable attempt to resolve your problem. Air Advantage is not liable for any service disruption rising from any matter beyond the direct control of Air Advantage. Any disruption occurring within the control of Air Advantage will be resolved in the shortest period of time possible. Problem Reports may be made to Air Advantage directly or via the Problem Report Form located on Air Advantage's website at www.airadvantage.net or via our toll free telephone number at 866-877-1247. Subscriber support is limited to issues directly related to the signal transmitted by Air Advantage or the equipment used for that transmission. Technical support for issues relating to non-connection issues such as software installation, hardware configuration and/or installation or other non-connection related issues may be charged at the following rates:

On-site visit by our technician	\$65.00 per hour (1/2 hour minimum charge)
Phone support	\$10.00 per 15 minutes (min. \$10.00 charge).

10. Content Warning

You agree that you are aware that the Air Advantage service provides access to all Internet sites and that some of those sites may have content that is for mature audiences only and which you may find offensive. Air Advantage recommends that access accounts not be used by anyone under the age of 18 unless the minor's use is supervised by an adult.

11. Copyrighted Material

Copyrighted material may not be downloaded without the permission of the copyright owner(s) or person(s) they specifically authorize to grant such permissions.

12. Force Majeure

Subscriber agrees that Air Advantage will not be liable for any loss, liability, damage or inconvenience resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to acts of war, natural causes,

mechanical or power failures, labor disputes, inability to use facilities of utility companies, and/or those facilities owned by third parties including governmental agencies with whom Air Advantage has contracts for the utilization of space for the transmission of internet service, or by virtue of any order, law or ordinance, including any determination by any governmental body, which interferes with the service or results in the inability of Air Advantage to provide the service.

13. Disclaimer of Warranties and Limitation of Liability and Damages

A. No Warranty - SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ALL USE OF THE AIR ADVANTAGE NETWORK SERVICE IS AT SUBSCRIBER'S OWN RISK. AIR ADVANTAGE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED FOR THE SERVICES WHICH ARE BEING PROVIDED. AIR ADVANTAGE EXPLICITLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. Network performance and connectivity is not guaranteed. Air Advantage is not responsible for any loss you suffer, or any party claiming through or under you, as a result of using the Air Advantage service including, but not limited to:

- The performance of the Internet;
- The acts or conduct of third parties, acts of God, or war
- The content or accuracy of any information or data, including any software viewed, downloaded, or transmitted to or from the Internet;
- Loss resulting from the viewing, downloading, purchasing or by any other means acquiring, any material, product or service accessible through the Internet, even if you were not aware that any such loss would be incurred;
- Loss resulting from delays, computer viruses or interruption of the Air Advantage service, regardless of cause; and any losses or damages, including losses or damages to your equipment, facilities or software, arising from mistakes, omissions, interruptions, delays, errors, non-delivery, incorrect delivery, viruses, or defects in the transmission of information or data on the Internet.
- Disruption of business, loss of profits, goodwill, or any other special or consequential damages.

B. Limitation of Liability / Exclusive Remedy

Air Advantage will use reasonable efforts to insure that those portions of the Air Advantage service over which Air Advantage has direct control are functioning properly. Subscriber expressly acknowledges, however, that Air Advantage's entire liability and exclusive remedy to you or to any other party with respect to the use of Air Advantage service or Air Advantage's equipment, for any breach by Air Advantage of any obligation Air Advantage may have under this Agreement, shall be Subscriber's ability to obtain repair or replacement of any defective equipment, or to terminate the service and to obtain the reimbursement of the amounts paid by Subscriber to Air Advantage under this Agreement for a period of up to twelve (12) months, with such amount being the maximum amount Air Advantage will be liable to Subscriber under any circumstance.

Subscriber acknowledges that the limitations of remedies and damages as set forth in this paragraph are reasonable.

14. Indemnity

You agree to indemnify and hold harmless Air Advantage, its affiliate companies, all of its officers, members, agents, managers, and employees from and against any and all claims, damages, costs and expenses, including legal fees, which result from the use, by anyone, of your Air Advantage account, without limitation, or the violation of the Acceptable Use Policy or the Privacy Policy.

15. Compliance Measures

Air Advantage reserves the right to monitor any and all communications and activity through or with the Air Advantage service to ensure adherence to the terms and conditions of this Agreement.

You agree that the Air Advantage service is not to be considered a secure communications medium and that no expectation of privacy is afforded to you or any user of your account.

In the event that Air Advantage receives a complaint, Air Advantage will investigate the complaint and, in its sole discretion, may suspend or terminate the account(s) involved an/or may remove any material from its servers. Customers will be notified of this proceeding. Air Advantage reserves the right to release customer information to comply with an investigation into any activity which may violate these terms, and may report such activities to the appropriate authorities.

Air Advantage reserves the right to prohibit, remove and/or block access to any content or Internet capability, including any pages, Usenet newsgroup and/or IRC channel, at any time for any reason, including those which contain:

- Hyperlinks to material Air Advantage deems inappropriate; and
- Material which promotes or induces illegal activity

16. Termination

You may stop using the Air Advantage service at any time and terminate your account by:

- Contacting Air Advantage through the telephone number specified on the Air Advantage website at www.airadvantage.net; or
- Sending email to Air Advantage at info@airadvantage.net.

You will be responsible for any outstanding payments for the remainder of your term of your Agreement.

Air Advantage may suspend or restrict your account and the Air Advantage service or terminate this Agreement, at any time, if:

- The operations or efficiency of the Air Advantage service is impaired by the use of the Air Advantage from your account;
- You have failed to pay Air Advantage in accordance with the terms and provisions of this Agreement;
- There has been or is any threatened breach of any term or condition of this Agreement, including the Acceptable Use Policy or the Privacy Policy;
- Your computer becomes infected with a virus, Trojan horse or other threat that affects the performance of the entire network;
- It is determined, at our sole discretion, that you are using an excessive amount of bandwidth;
- If your service is terminated for any reason, you may lose all of your saved emails. Air Advantage is under no obligation to save or recover deleted or lost emails from cancelled or terminated accounts.

If services are terminated you remain responsible for payment of all fees up to the conclusion of your sign-up term or if your service has extended beyond the sign up term, then for service through the conclusion of the month during which service is terminated. Air Advantage shall have no responsibility to notify anyone of any termination or suspension of an account. Any termination of this Agreement shall not relieve you from any amounts owing or other liability accruing prior to the time that such termination becomes effective.

In the event of termination, Subscriber agrees to return all equipment provided to Subscriber by Air Advantage to Air Advantage upon request, but in no event later than seven (7) days of termination of Air Advantage service. The failure to do so obligates the Subscriber to be responsible for the replacement costs of all such equipment at its retail price and to have Subscriber's account adjusted accordingly for all such amounts. PLEASE BE AWARE THAT IF YOU TERMINATE YOUR SERVICE, ALL EXISTING EMAILS MAY BE LOST.

17. Changes

Air Advantage reserves the right to make changes to this Agreement or any aspect of the Air Advantage service as service, network or policy issues may require. Air Advantage may notify Subscriber of a change either by posting that change on Air Advantage's website at www.airadvantage.net, or by sending Subscriber notice of the change by mail or email. If Subscriber continues to use the service after notice of a change has been made, Subscriber has agreed to accept those changes.

Air Advantage may discontinue any or all classes of service at its discretion. Should Air Advantage exercise this right customers will receive a prorated fee adjustment if any is due.

18. General

The failure of Air Advantage to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement.

In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

18. Modification and Integration

This Agreement may not be modified in any way unless such modification is in writing and signed by both parties. You acknowledge that this written agreement and its schedules embody all terms and provisions of the agreement with Air Advantage and that any representations made prior to the execution of this Agreement are merged within this document and cannot be relied upon. This Agreement is fully integrated and constitutes the entire Agreement between you and Air Advantage.

19. Choice of Law, Legal Proceedings

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Michigan, County of Saginaw, for any matters pertaining to this Agreement. In the event Air Advantage prevails in any legal action based on or arising out of this Agreement, Air Advantage shall be entitled to the recovery of its reasonable attorney fees and costs.

20. Time Period In Which To Bring Action

Any cause of action you may have with respect to this Agreement or the Air Advantage service must be commenced within one (1) year after the claim accrued, or it shall be barred.

21. Binding Effect

Air Advantage may assign its rights and obligations under this Agreement without your prior written consent. You may not assign this Agreement, however, the Agreement is binding on any of your successors.

ACKNOWLEDGMENT

Subscriber acknowledges that Subscriber has read all terms and provisions of this Agreement and chooses to enter into this Agreement voluntarily and on Subscriber's own free will. Additionally, Subscriber expressly acknowledges that the type of Services provided by Air Advantage pursuant to this Agreement are available through other parties and sources that are or may be competitors of Air Advantage, however, Subscriber has by virtue of entering into this Subscriber Agreement freely chosen the services of Air Advantage, LLC.

I agree to the Terms of Service and Acceptable Use Policy as stated in this Agreement.