



BySky, Inc., 7092 Highland Rd. Suite 180, Waterford, MI 48327  
 (248) 698-4659 Fax(248) 671-0372

# Wireless Service Order

Date \_\_\_/\_\_\_/\_\_\_

Name \_\_\_\_\_  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ St \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone \_\_\_\_\_

| Bandwidth                          | Monthly Recurring Fee |
|------------------------------------|-----------------------|
| <b>512kbps*</b> [ 412k dn/100k up] | <b>\$34.95</b>        |
| <b>1.0mbps</b> [ 800k dn/200k up]  | <b>\$39.95</b>        |
| <b>2.0mbps</b> [1600k dn/400k up]  | <b>\$49.95</b>        |
| <b>4.0mbps</b> [3500k dn/500k up]  | <b>\$59.95</b>        |
| <b>7.0mbps</b> [6100k dn/900k up]  | <b>\$74.95</b>        |

Fees and speeds are subject to change when a contract is not in effect.

\* can burst to 768k

You are signing a 1 year or 2 year contract for service at a committed price.

Monthly

## Fixed Wireless Service

Bandwidths are not guaranteed due to changes in environmental conditions and represent the maximum bandwidth which the circuit is capable of under ideal conditions. Internet speed tests relate the TOTAL of all Internet paths, while we can only guarantee speed on our network locally. Speed tests you run across the Internet will vary.

## Installation

Router/Switch is NOT INCLUDED

Install type fee

Standard Installation includes: 1 radio/receiver with integral antenna, up to 75ft of CAT5 cable, power over Ethernet adapter, penetration through 1 outside wall and a CAT5 pigtail drop off of approximately 12ft. Client is responsible for setting up computers, networks, email, web site hosting. BySky provides only a physical connection. If there are problems with any of the subscriber supplied equipment (i.e. the PC or pieces of the network), the installation technician may stop the installation process, and request that the equipment be repaired before he completes the installation. **A \$75 return call fee applies if you cause the installer to make additional trips to complete the installation.** Depending on location and obstructions an optional reflector and/or higher mounting may be needed. Attic runs, special mountings, dangerous work conditions are extra cost. Extra Fee \$ \_\_\_\_\_

|                   |                 |
|-------------------|-----------------|
| w/o dish          | \$99.95         |
| w/18in dish       | \$139.00        |
| w/36in dish       | \$179.00        |
| metal/tile roof + | \$50.00         |
| <b>2yr term</b>   | <b>-\$50.00</b> |
| excess travel     | \$15.00         |

Installation fee

## email

up to Ten (10) Email accounts come with your account mailboxname@bysky.net

Please list the ids and passwords below. Attach an extra page if you need more room.

PLEASE PRINT

## Payment

We bill in advance at the end of each calendar month or calendar period for the NEXT calendar month or period Your first billing will be the prorated amount to the end of the first period plus the full next period's fees in advance. There are no refunds for a month in which service is provided beyond the start of a month. Credit card billings will be automatic monthly in advance. We do not prorate monthly service after the first month. All cancellation notices must be written and received before the end of any period. You are responsible for adhering to our terms of use and you are responsible for all collection fees we incur related to your account.

| Submit with this service order                 |   | Pick a Billing Cycle           |                                 |
|--|---|--------------------------------|---------------------------------|
| Installation fee from above                    | <input type="checkbox"/>                | <b>monthly card payments</b>   | <b>quarterly check payments</b> |
| Amount from A or B at right                    | <input type="checkbox"/>                | Current month prorated         | Balance of current quarter      |
| Total due with this order                      | <input type="checkbox"/>                | if after the 15th, add next mo | if 3rd month, add next quarter  |
| Use Credit Card below <input type="checkbox"/> | Check attached <input type="checkbox"/> | <b>A Amount Due Now</b>        | <b>B Amount Due Now</b>         |

PAID THROUGH

Quarters are Jan/Feb/Mar, Apr/May/June, Jul/Aug/Sep, Oct/Nov/Dec

YOU WILL BE BILLED IN ADVANCE

Prorate: .03 x days remaining in month x monthly rate

**Credit card:** We will debit your account the fees stated herein. By signing below as cardholder/acountholder, you authorize us to automatically bill your account the Monthly Recurring Fee amount at the end of each calendar month/period for the next month/period in advance. Visa  Mastercard  Amex

Card # \_\_\_\_\_ Exp. \_\_\_\_\_ CV code \_\_\_\_\_ Cardholder Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Card billing address \_\_\_\_\_ ZIP \_\_\_\_\_

By signing above or below, you acknowledge and understand that this is a legal contract, terms of which are on the reverse side of this form and on our Web site. There will be a refund of set-up fees tendered (less a \$50 administrative fee) if the signal and performance is deemed unacceptable by both parties within 30 days of installation and all installed equipment is returned in like-new reusable condition. There is **NO GUARANTEE** of performance, either implied, written or verbal. Terms are pre-paid COD. Acceptance of this order is subject to approval by BySky. **Accounts not paid prior to the first day of a billing period will be suspended until current.** BySky is not responsible for maintaining backups for your email and is not required to duplicate lost email under any circumstances. BySky's Terms-of-Service must be followed and all such terms apply to all services contracted for herein. By signing either below or above in the credit card section, you acknowledge that you have read BySky's Wireless Internet Service End User Agreement and accept all terms. VOIP telephone service is not included with or any part of this service agreement and must be purchased separately. BySky is not responsible for support or service beyond the end of our cable drop termination.

**DO NOT SUBMIT CASH PAYMENT !**

ORDERED BY: \_\_\_\_\_

Authorized Officer/Owner Signature

Date

## Wireless Internet Service End User Agreement

This Wireless End User Agreement (the "agreement") is between BySky, Inc. ("BySky"), and the "Client" as defined by the contact information provided by the prospective customer in the BySky online or printed enrollment forms ("signup forms").

BYSKY shall provide Client a wireless connection (the "Connection") to the Internet from BYSKY's closest Wireless Point of Presence (POP) and/or other enhanced services ("Services") as defined herein. Client shall pay BYSKY the fees as selected by Client on the BySky signup forms. These fees shall be due upon Client's execution of this agreement.

Client agrees to a contract term commitment of 12 months or 24 months as selected on the Service Order Form. In the event that Client terminates service during the Contract Term, the remainder of the regularly scheduled payments is due to BYSKY immediately.

Client agrees to hold all password and authentication information to BYSKY's service confidential.

BYSKY is not responsible or liable for any of the following:

- Any obstruction(s) that might be erected or grow between the customer antenna and BYSKY causing degradation or loss of service
- Failure or misconfiguration of customer hardware or software
- Re-configuration of network settings due to, but not limited to: tampering, reinstallation of operating system, accidental removal, moving the hardware to another computer, viruses or worms or other malware, changes to software.
- Damage to equipment or property as a result of lightning, wind, or other acts of God.

Client understands that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between BYSKY and client's antenna will probably block the signal.

This agreement shall commence on the date the Connection is activated (the "Activation Date") which shall be defined by the signing date by Client on the BySky signup forms and remain in effect for the length of the Contract term. At the end of the Contract Term, this agreement shall remain in effect on a month-to-month or quarter-to-quarter basis whereby either party may terminate the agreement with a 30 day prior notice. BYSKY reserves the right to change its rates for any renewal term by notifying Client at least 30 days in advance of the effective date of such a rate change. Client acknowledges that circumstances beyond the control of BYSKY may cause a delay in turning up the Connection in which case the term of this Agreement shall commence on the date the Connection is activated; provided, however, in the event the delay in activating the Connection is the result of Client's failure to comply with or provide any of the Requirements of the term of this Agreement it shall then commence on the signing date.

Client will be billed for access in advance, at the end of each calendar month for the NEXT calendar month, or in advance quarterly, at the end of each calendar quarter for the NEXT calendar quarter. The first billing will be prorated to the end of the current period. If started in the middle of a period, the first payment will be prorated for that period plus the next period's fees in advance. There are no refunds for a period in which service is provided beyond the start of the period. Credit card billings will be automatic monthly in advance and by signing the signup form Client agrees to authorize BySky to debit Client's account. BySky does not prorate service after the first month. All cancellation notices must be in writing and received before the end of a billing period. Client is responsible for adhering to BySky's terms of use (terms are online) and Client is responsible for all collection fees BySky incurs related to Client's account. All payments are due prior to the first day of each period. Client's account will be subject to termination if payment is not received before the 1<sup>st</sup> day of any billing period in advance. Bad credit card transactions and bad checks are considered non-payment and must be rectified within a 5 day period. There is a \$35 return check fee that must be paid at the same time the regular payment is rectified to continue with service.

If Client terminates this Agreement anytime after implementation or if Client is terminated by BYSKY for violation of the Acceptable Use Policy, but before expiration date, Client will pay immediately a lump sum equal to the charges of the remainder of the then current term of the Agreement.

BYSKY offers Client access to the Internet. Client hereby acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated by BYSKY or any of its affiliates, and that it is a separate network of computers independent of BYSKY. Client's use of the Internet is solely at Client's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond BYSKY's authority and control.

BYSKY's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by BYSKY to be inappropriate or improper such as bulk e-mail messages. Access to other networks connected to BYSKY's network must comply with the rules appropriate for that other network. BYSKY exercises no control whatsoever over the content of the information passing through its network.

BYSKY makes no warranty, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, missed-deliveries or service interruption however caused. Use of any information obtained by BYSKY's network is at Client's own risk. BYSKY specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.

Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, BYSKY does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice. Client shall indemnify and hold BYSKY and its directors, officers, employees, and agents harmless from any and all obligations, charges claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service.

Client represents to BySky, Inc. that he or she is 18 years of age or older. Client understands that certain materials available from Service provided under the terms of this Agreement may not be suitable for individuals under the age of 18. Client understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. Client accesses such materials at his or her own risk. BySky, Inc. has no control over and accepts no responsibility whatsoever for such materials.

All equipment installed by BySky remains in full title to BySky and Client shall have no recourse to retain ownership of such equipment, which includes, but is not limited to wireless radios, antennas, cable, switches, surge protectors, power supplies, etc. Client grants BySky and its agents 24/7 access on any calendar day to maintain, upgrade or remove any and all such equipment on Client's premises. Client shall not remove or alter equipment and accessories provided by BySky in any way and is totally responsible for the care and well-being of all provided equipment. Should equipment be damaged in any way by Client or associates of Client or removed and inaccessible, Client is responsible for all cost of repair or replacement. Replacement cost will be determined at time of violation, but will not be less than \$400.

### Client may not:

1. Send unsolicited email, (known as 'spam') to anyone residing on our servers or accessible through our servers. The following types of email sent constitute as spam:
  - Forged email with From address(es) other than that of the actual sender(s)
  - Message subject not related to the email body.
  - Email not requested by the recipient.
  - Email sent in bulk by sender to more than 200 people at one time.
  - Mail bombs, virus files, hacking attempts, phishing emails, etc.
  - Unsolicited advertising or promotional materials
2. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations.

BySky may at any time and at its sole discretion, disable access to Client if BySky deems Client's use of the service to be "abusive." Abusive behavior may include but is not limited to: unreasonable amounts of bandwidth utilization resulting from a virus on the Client's computer, excessive file sharing or peer to peer networking, etc.

BySky may, at its discretion, limit bandwidth on its network for certain types of traffic in order to equally distribute bandwidth to all users so that one or more individuals do not utilize all available bandwidth and lock others users off the network.

BySky does not and will not perform system backups on any User's E-mail account(s). BySky shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message content, regardless of the reasoning for data loss or system causes..

BySky shall not be held responsible for any lost web data, web files, or any website contents, regardless of the reasoning for data loss or system causes.

Client shall indemnify BYSKY, its affiliates, officers, directors, licensees, and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from Client breach of any provision of this Agreement.

This Agreement is deemed to be entered into the State of Michigan and the parties agree that any dispute arising under this Agreement shall have its venue in White Lake, Michigan and any such dispute shall be governed by and constructed in accordance with the laws of the State of Michigan.

BYSKY may assign this Agreement without Client's prior consent and all of BySky's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of BYSKY. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, BYSKY may refer to Client as its customer.

BySky may modify these terms and conditions upon written notice published on its website. Client's use and continued use of service shall constitute Client's acceptance of this Agreement and all and any modifications of this Agreement implied in fact by BySky.

If any one of the paragraphs in the Agreement is found to be unenforceable or invalid, Client's and BySky agreement on all other paragraphs is not affected.