



# ETHERIC NETWORKS

ULTRA - HIGH - SPEED INTERNET

Etheric Networks™ Incorporated — A California Corporation  
PO Box 2266 Redwood City, CA 94064 650 399-4200  
<http://ethericnetworks.com>

## Service Agreement

### Billing

1. Subscriber shall make automated online monthly payments or shall pay by check.
2. Subscribers will be billed on the 15th of the month before invoice due date. Payment is due on the 1st of each month for the entire month of service.
3. All invoices are due upon receipt.

### Service Level Agreement

Etheric Networks provides a unique guarantee that beats any comparable broadband offering (i.e. high guaranteed baseline speeds; high burst/peak speeds) publicly published and currently accessible in subscriber's local area. Etheric Networks has been operating a proprietary high-speed broadband wireless network since February of 2003. The network maintains a high availability rate comparable to a wired connection. In the event of a service interruption:

1. Etheric Networks will provide service credits for reported service outages from the time they are reported.
2. Credit will be applied at a rate one day for every four hours without service to a maximum of 2 weeks of credit per month.
3. In the case of equipment failure outside of warranty, a field engineering visit can be requested at the rate of \$129.00 for the first hour and \$75.00/hr after that plus equipment costs.
4. For tree mounted equipment that requires a tree climber to access it, all related climbing charges are the sole responsibility of the client regardless of equipment warranty.
5. In the event of a 48hour continuous service outage, or if three reported outages of more than 1hour each in a calendar month is reported, the client may cancel service with no early termination penalty. Service outages must be reported within 24hours to Etheric Networks support department for Etheric Networks to confirm the service interruption.

### IP Service Specifications

1. Network availability: 99.93% single radio link; 99.99% dual radio link
2. Latency: < 40ms within Etheric's network
3. Packet loss: < 1% within Etheric's network

**During the first week of service, Etheric Networks may tune your link to optimize performance. You may experience some performance issues during this tuning period.**



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## General Terms and Conditions

1. This is a service contract the term of which is outlined in the above Sales Order. Upon expiration of the term this Agreement will automatically continue a month-to-month basis.
2. Etheric Networks shall assume no liability to Subscriber beyond crediting downtime as stipulated above due to network service interruptions.
3. In most cases, the subscriber can upgrade this service plan later upon request of Service Level Plan modification. Changes can take up to 48 hours to propagate through our systems.
4. Technical Support that involves fixing internal networks unrelated to Etheric Connectivity will be billed at \$99/hr. This may be billed at Etheric Networks discretion.
5. Equipment provided by Etheric Networks (including, but not limited to, radio, antenna, and PoE (power-over-ethernet) injector are under warranty for the length of the service contract. The PoE power supply must be plugged into a surge protector or line conditioner provided by the customer. If this does not occur the warranty is void.
6. Warranty does not cover *Force Majeure* events, loss or damage caused by or attributable to Customer or Customer employees, agents, or subcontractors.
7. From time to time, Etheric Networks may adjust service prices once this agreement has reverted to a month to month basis – Etheric Networks will provide 30 days notice in advance. If you continue to use the service after the 30 days, you are consenting to the new pricing agreement.
9. If a subscriber requests service cancellation before the expiration of their term, the subscriber shall be required to pay for up to 3 months of service as an early termination charge. This charge will be prorated for customers who cancel within the last three months of their term.
10. During first 30 days, should Etheric fail to provide network connectivity as outlined in this document, upon subscriber's request, with supporting data, including cases opened in our support system, subscriber's account is released from this service contract.
11. The cost of labor for installation will be covered by the subscriber unless otherwise specified. The first 2 hours of labor are billed at \$99.00. Additional labor required for installation is billed at \$75.00 per hour and will be covered by the subscriber unless otherwise specified.



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WITNESS of which, the **Parties** hereto have caused this AGREEMENT to be executed by their duly authorized officers.

| Subscriber   | Provider  |
|--------------|---|
| Name:        | Etheric Networks, Inc.  |
| Address:     | P.O. Box 2266   |
| City/St/ZIP: | Redwood City, CA 94064  |
| Ph:          | Ph: 6503994200 Fax: 6504729225  |
| Email:       | Email: <a href="mailto:admin@ethericnetworks.com">admin@ethericnetworks.com</a> |
| Signature:   | Signature:  |
| Date:        | Date:   |



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## ACCEPTABLE USE POLICY

This Acceptable Use Policy document (the "AUP"), including the following list of Prohibited Activities, is an integral part of your Service Agreement with Etheric Networks, Inc. (herein known as "Etheric"). If you engage in any of the activities prohibited by this AUP document, Etheric may suspend or terminate your account.

Etheric's Acceptable Use Policy (the "Policy") for Etheric. Services are designed to help protect Etheric, Etheric's customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a nonexclusive list of the actions prohibited by Etheric. Etheric reserves the right to modify the Policy at any time, effective upon posting at <http://ethericnetworks.com/aup/>.

### Prohibited Uses of Etheric Networks, Inc. Systems and Services:

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat or violates export control laws.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through Etheric's network is prohibited. Etheric accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of ping, flooding, mailbombing, denial of service attacks.
4. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user.
5. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
6. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Etheric customers or end users by any means or device.
7. Knowingly engage in any activities designed to harass, or that will cause a denial of service (e.g., synchronized number sequence attacks) to any other user whether on the Etheric network or another provider's network.
8. Using Etheric's Services to interfere with the use of the Etheric network by other customers or authorized users.



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## Customer Responsibility for Customers Users

Each Etheric customer is responsible for the activities of its users and, by accepting service from Etheric, is agreeing to ensure that its end users abide by this Policy. Complaints about end users of an Etheric customer will be forwarded to the Etheric customer's primary contact for action. If violations of the Etheric Acceptable Use Policy occur, Etheric reserves the right to terminate services with or take action to stop the offending customer from violating Etheric's AUP as Etheric deems appropriate, without notice.

I acknowledge and agree,

**Signature:**

**Date:**

Last Modified: Mon, 2 Jan 2017