

This online agreement is entered into by and between you, the subscriber (Subscriber), and Asirmato.net (Provider) with office at Vlielandhof 33, 2036KM, Haarlem, The Netherlands, for the purpose of establishing the terms and conditions under which Provider will furnish Wireless Network Access Service.

**SERVICE TO BE PROVIDED.**

Provider, under the terms of this agreement, will furnish to Subscriber the selected package of Wireless Network Access Service agreed upon at time of installation.

**TERM OF THE AGREEMENT.**

This Agreement shall be in effect for an initial term commencing with service inception and continuing for as long as agreement is being provided. Customer has the right to cancel subscription to service(s) at any time after the initial agreement ends. Asirmato.net owns all equipment, antennas, cables, and select software (unless bought by Customer, upon agreement with Asirmato.net) and upon any termination all equipment must be returned to Asirmato.net. Any unreturned equipment will be billed to the Subscriber.

**CHANGES TO SERVICE.**

Subscriber may choose to change their Wireless Network Access package/speed, once per running agreement, without violating the terms of this agreement. If the change is to a lower package, a change fee may be required to implement the change. A package upgrade can be done at any point at the cost of the price difference for the remaining duration of the agreement.

A move of service will incur a minimum fee of 60Euro. Any 3<sup>rd</sup> party costs for services provided by Provider for the duration of the agreement, will be charged to client for the duration of the original agreement/term. Excess cabling and multiple workstation moves will incur normal hourly labor rates beyond the basic 55Euro equipment move fee. Early termination charges will apply during the timeframe in which a move of equipment occurs and service is reestablished. In case of dedicated services, Asirmato.net withholds the right of charging the customer for the remainder of any contract bound to the agreement engaged by the Subscriber. This includes any 3<sup>rd</sup> party agreement bound to the service provided dedicated to Subscriber.

**CANCELATION OF SERVICE.**

Cancellation(s) of service(s) should be performed, in writing, minimal one month prior to the end of the previous agreement/term. Should cancellation of a service reach Provider in less the thirty (30) days prior then the end of the agreement/term,

Subscriber can be held responsible for cost occurred by Provider and/or 3<sup>rd</sup> parties involved in the agreement. All services provided by Provider have a minimal term of one (1) year unless mutually agreed on other terms.

### **PAYMENT SCHEDULE.**

Subscriber will be billed installation charges, as well as the appropriate rates for the Wireless Network Access Service speed selected at the time of the first bill. Provider reserves the right to request payment for any and all equipment associated with the initial installation for wireless network access service in advance.

Wireless Network Access Service charges are due and payable yearly in advance. Failure to pay yearly service charges by the 15th day of the month after the issue of the invoice, shall give Provider the right, without liability, to temporarily/or permanently disconnect the Wireless Network Access Service. The Provider is not liable for any loss of business, loss of phone service, or any style of Internet services from a deactivated Network account. A returned check/payment will be considered non-payment of the account. Restoration of service will require payment of any unpaid balance and a reconnect charge of 75Euro may be applied. If service is not reconnected within seven (7) calendar days, the Wireless Network Access Service will be permanently disconnected. To restore service after a permanent disconnect, payment of the full unpaid balance, early termination charge, and pre-payment of new installation charges may apply.

Late Payment Fees – A late payment fee of 1.5% per month may be added on accounts not paid within thirty (30) days of billing (18% annum). Returned Check/Payment Charge – A 25Euro processing fee will be charged on all returned/refused payments.

### **CUSTOMER PROVIDED EQUIPMENT.**

Any equipment not owned by Provider is customer provided equipment. Provider is not responsible for support of customer provided equipment and Subscriber will be liable for the expense of service if such equipment adversely affects Wireless Internet Access Service. If customer provided equipment is causing disturbance on the Provider's network, the Provider is allowed to close down the equipment.

### **CUSTOMER INSTALLATION.**

The installation date and time will be determined by Provider and communicated to Subscriber as early as possible. Prior to or during installation, Subscriber and Provider will determine if Subscriber's computer(s) are configured appropriately for the Wireless Network Access Service connection. If not, Subscriber will be required to purchase or provide the appropriate hardware for the service to work. Installation of said equipment can be installed by Provider for a fee.

In the event a Subscriber installs a network utilizing the provided Wireless Network Access Service modem/router or any other equipment beyond the first connection, it is with the clear understanding that Provider is not responsible for any problems that may occur. Provider will not dispatch a technician to Subscriber's location to resolve any computer and/or network-related problems without an associated fee. Provider will not perform work on any of Subscriber's computers without an associated fee.

### **SERVICE CALLS.**

If Provider is called to Subscriber's site and it is determined that the problem is other than the Wireless Network Access Service and/or the Wireless Network Access interface, a minimum service fee of 55Euro will be charged for the first hour and in half hour increments thereafter. The stated rates apply during regular business hours. Overtime, weekend, and holiday rates will be higher. Travel and related charges may also apply.

The provided Wireless Network Access Service hardware is warranted by its manufacturer for a period of one (1) year. During the one (1) year manufacturer's warranty period Provider will support the hardware for problems covered by the manufacturer's warranty. Service calls determined to be the result of an out of warranty Wireless Network Access Service modem/router or other equipment will be charged to Subscriber.

### **SERVICE DELIVERY.**

Wireless Network Access Service connection speed (512 kbps to 450.0 Mbps, depending on package chosen) is measured between Subscriber's location and the Provider access point. Connection speeds may be lower under conditions of high Network usage, rain, interference and other external causes. Actual data transmission or throughput may be lower than the connection speed due to Network congestion, server and/or router speeds, protocol overheads, and/or other factors or 3<sup>rd</sup> party agreements/services which cannot be controlled by Provider.

### **DELAY.**

Provider will not be liable for any delay in the delivery or installation/provision of Wireless Network Access Service or for any damages suffered by Subscriber by reason of such delay regardless of whether such delay is directly or indirectly caused by Provider.

### **CONSEQUENTIAL DAMAGES.**

Provider is not responsible for any incidental or consequential damages resulting from failure of, or suspension of, Wireless Network Access services. Subscriber is responsible for any changes made on Subscriber side causing problems and/or damages to other clients caused by misconfiguration, network errors by Subscriber

equipment without agreement from Provider.

### **Voice Over IP (VOIP).**

Provider does support, but does not guarantee Voice Over IP Protocol. Any number of factors can take down a Voice Over IP telephone line. We suggest either a backup land line or a cellular phone if you use the Voice Over IP services.

### **TV Over IP (IPTV).**

Provider does support, but does not guarantee TV Over IP Protocol. Multiple factors can cause buffering on a TV Over IP television line. We suggest either DirecTV, Dish Network, or other TV service provider if you continue to have problems with TV over IP Protocol.

### **ILLEGAL DOWNLOADING/ACTIONS.**

Provider cannot be held responsible for any and all illegal downloading or other actions that are not allowed by local/international law or regulations. In case of Subscriber performing such actions, Provider will be in its full rights to provide complete details of such action to any official office if required by local/international law. Provider will be in its full rights to suspend any and all service in above cases. Provider will not be liable for refund of the remainder of services during the remainder of agreement/term

### **RE-SELLING OF SERVICES.**

Provider does not allow reselling of services to other parties. Subscriber is responsible for any and all actions on provided services. If Provider detects or suspects re-selling of any provided services, provider is allowed to suspend/terminated any and all services towards Subscriber. This is not excluded to direct sales/rental of Provider services. Provider will not be liable for refund of the remainder of services during the remainder of agreement/term.

### **ADDITIONAL TERMS.**

If either party commences an action against the other party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party. If any provisions of this Agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions hereof. This contract supersedes any previous agreements, verbal or written. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed here-under, the court of The Netherlands shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws of the Netherlands.

### **Fair Use Policy**

As with all Network service providers, Asirmato.net does have an Fair Use Policy. The vast majority of Asirmato.net customers use their connection in a manner that does not infringe on other Asirmato.net customers. An extremely small percentage of customers use their Asirmato.net connection excessively, or at such extreme high volumes, that they use more than their share of the overall Asirmato.net connection. While this high volume use among our customers is very rare (less than 2%), Asirmato.net reserves the right to throttle the network speed of any offending customer down to a lower sustained rate. Asirmato.net would like to stress that this is a rare occurrence and that it only affects those customers who constantly abuse their connection by maintaining long periods of sustained upstream and downstream traffic that over their connection. Asirmato.net expects that almost all its customers will remain unaffected by this as they maintain their normal network usage. For those who may need a sustained 24/7 connection, Asirmato.net does offer many adaptable solutions to fit your needs such as dedicated high speed services.

### **Network Connectivity Uptime**

While Asirmato will do its best effort to maintain the network, there is always a possibility of unexpected downtime. Most common causes are lightning storms, long power outages and equipment breakdown. In normal situations, general network problems are solved within the hour during business hours. In case of sustained network outage of longer than an hour please report them via sms to the mobile technical number. Asirmato has a 24 hour response time.

### **Commitment of Service**

Asirmato.net continually strives to be a premier Wireless Network Access Service Provider. As part of this commitment, our Network Operations Center (NOC) Engineer(s) proactively monitor performance on our network backbone to ensure Asirmato.net has adequate backbone bandwidth to accommodate agreed high-speed service for our entire customer base. Asirmato.net offers products that range from dedicated wireless backbone bandwidth (more expensive) to products that are shared wireless backbone bandwidth (less expensive). You should work with your Asirmato.net Sales department to determine which product offering best fits the needs of your business or residence.

It is important to Asirmato.net that our customers clearly understand the difference between purchased bandwidth, throughput, network and Internet. First, some background about the Internet. The Internet is a mesh network comprised of multiple independent Internet Service Providers, Enterprise Level Customers and Residential Customers located throughout the world. As such, there are various WAN routing protocols that make up the Internet including, but not limited to, Frame Relay, ATM, IP over Ethernet and IP over SONET. With these WAN routing protocols come various overhead requirements that reduce the amount of throughput possible for all Network customers. In addition, TCP is the primary transport layer protocol utilized throughout

the Internet. HTTP (www sites), HTTPS, FTP, TELNET and many other applications utilize the TCP protocol suite as their transport layer protocol. TCP is a connection-oriented protocol thus also has overhead requirements. Most in-depth testing and research shows that the average customer will get optimal throughput of 90% to 99% of their purchased bandwidth. This (90% to 99%) is considered the best possible throughput results and can degrade beyond that should there be congestion on the Network (whether the congestion be with the source ISP, destination ISP, Network backbone or Internet backbone, including access points or peering points). Keeping the network overhead described above in mind, an example of optimal "throughput speed" versus "purchased bandwidth". Remember that other congestion factors could come in play that reduce this speed but this would be your optimal (best possible) throughput speed. As soon as your traffic leaves the Asirmato network, the speed depends on the providers between the head location and your destination on the internet.

Finally, Asirmato.net takes great pride in our high-speed wireless network. We also recognize that unexpected traffic on our network and/or the Internet can at times impact our customers reducing their throughput speeds. Many factors are involved in this potential problem and our commitment is that Asirmato.net will do everything possible to proactively monitor, evaluate and control the factors within our direct control. In addition, we continually evaluate new technologies to ensure we evolve our network as technologies change thus allowing us to deliver quality products to our customers.