



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

Etheric Networks | Service Level Agreement

Billing

1. Customers shall make automated online monthly payment, or pay by check or money order.

Shortly upon completion of service installation, customers shall have access to the Etheric billing portal. In the billing portal, Customer will then have the option to select the desired method of payment.

2. Customers shall be billed on the 15th of the month prior to invoice due date. Unless net payable terms have otherwise been mutually agreed upon payments are due on the 1st of each month for the entire month of service.

3. Unless net payable terms have otherwise been mutually agreed upon, then payment shall be due immediately upon receipt of the billing statement by Customer.

Service Level Agreement

Etheric Networks protects its subscribers with unique and unparalleled iron-clad guarantees that surpass that of any comparable broadband offering. The service level agreement guarantees high baseline speeds, high burst/peak speeds, reliability, and uptime.

Etheric Networks has been operating a wholly-owned, high-speed broadband wireless network since February of 2003. The architecture and framework of the network was designed so as to maintain a high availability rate comparable to that of any wired connection, in the unlikely event of service interruption.

1. Etheric Networks will provide credits for service outages or service below the guaranteed baseline speed.
2. Credits are applied for each day that Customer experiences service interruption exceeding four hours. These credits will be applied up to a period not to exceed fourteen days.
3. In the event of equipment failure not covered by manufacturer warranty, Customer may request scheduling of a field engineering visit. The first hour of work performed by the field engineer shall be billed at a flat rate of \$129.00; thereafter, the bill rate shall be \$75.00 per hour for any additional work performed beyond the first hour, during the field engineering visit.
4. For tree mounted equipment that requires a tree climber to access it, all related climbing charges are the sole responsibility of the customer regardless of equipment warranty.



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5. Provided that Customer reports service interruption within 24 hours to Etheric Networks/Support, Customer may sever the agreement without incurring early termination penalty, in the following instances:

- Customer reports a continuous service outage of 48 hours
- Customer reports 3 outages in excess of 1 hour in each instance, in any calendar month

IP Service Specifications

1. Network Availability

Single radio link | 99.97% Dual radio link, FCC licensed link, event circuit | 99.99%

2. Latency average: < 20ms within Etheric's network

3. Packet loss: < 1% within Etheric's network

During the first week of Etheric service, network engineering staff will perform tuning to optimize circuit performance. During this period circuits may exhibit intermittent performance issues.

General Terms and Conditions

1. Upon fulfilment of the term as outlined in the accompanying Sales Order, the Customer's subscription shall continue on a month-to-month term.

2. Etheric Networks shall assume no liability to Customer for damages incurred beyond issuance of credit for service interruption as stipulated above.

3. Service plan upgrade requests are typically fulfilled within 24-48 business hours. Upgrade requests will be vetted by network engineers and require execution of an amended sales order.

4. Trouble tickets submitted by Customer entailing repair beyond scope of service provider network, by Etheric Technical Support. shall be billed at the rate of \$99.00 per hour.

5. Equipment furnished by Etheric Networks during service installation, (including, but not limited to, radio, antenna, and PoE (power-over-Ethernet) injector, are covered by manufacturer warranty for the length of the service contract. It is the customer's responsibility to ensure that the PoE power supply is plugged into a surge protector or line conditioner. In the event that the customer breaches this responsibility, then the warranty will be considered as null and void.. Installation of the aforementioned equipment shall be performed in a timely manner by Etheric Networks knowledgeable and qualified staff.

6. Warranty does not cover *Force Majeure* events. Force Majeure events do not include normal weather patterns such as rain, lightning, and winds registering below hurricane speed. In the event of loss or damage caused by, or attributable to Customer or Customer employees, agents, or subcontractors, the Customer's liability shall not exceed the amount originally paid by Customer for the Equipment under this Service Agreement



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7. Periodically, Etheric Networks may adjust monthly service fee when a subscription enters into a month-to-month term. In such instances, Etheric Networks will provide customer with 30 day advance notice. If the customer continues to use the service after the 30 days you are consenting to the new pricing agreement.

8. Early Termination Fees & Remedy. Excluding instances whereby agreement of Contract Term has been fulfilled by Customer as outlined in provisions of Section 9 below, the Customer shall be assessed and responsible for payment of an early termination fee, in the event that the Customer wishes to sever Agreement prior to fulfillment of the applicable Contract Term. The assessment of Early Termination Fees are calculated as follows:

In the event the Customer terminates the executed Agreement prior to installation of equipment and/or activation of Services, then the Customer shall be liable for any non-refundable licensing fees (if applicable) incurred by Etheric Networks. If termination of the executed Agreement occurs during the Contract Term, then all outstanding non-recurring fees, any and all equipment or labor charges waived in the applicable initial invoice, and 10% (ten percent) of all remaining Monthly Recurring Charges for the unfulfilled period of the Contract Term, shall be due and payable by the Customer upon termination of the Agreement.

9. First 30 Days Of Service. During the first 30 days of service, in the event that Etheric fails to provide network connectivity to the Customer as outlined in this document, upon Customer's request to cancel service accompanied with supporting information (including cases opened within our support system), then Customer's account shall be released from this service contract.

10. Cost of labor. Unless otherwise specified, Customer shall be responsible for payment of labor performed. For standard service installation, the first 2 hours of labor is billed at a flat rate of \$99.00. Thereafter, additional labor if required shall be billed at the rate of \$75.00 per hour. The labor rate for installation of special events circuits is \$125.00 per hour.

11. Indemnification. Etheric Networks will defend and indemnify Customer (its directors, officers, and employees) for any and all third-party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses (including reasonable attorneys' fees) related to (a) death or bodily injury, (b) loss of or damage to real estate caused by the Equipment and/or installation of equipment, or (d) loss of or damage to real property resulting from the negligence or willful misconduct of Etheric Network, or in having breached safety precautions given by Customer or third parties to Etheric Networks, related to the installation of the Equipment.



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

Customer	Provider
Name:	Etheric Networks, Inc.
Address:	P.O. Box 2266
City/St/ZIP:	Redwood City, CA 94064
Ph:	Ph: 650-399-4200
Email:	Email: admin@ethericnetworks.com
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 non-exclusive 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 pinging, flooding, mail-bombing, 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 on 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: May 12, 2020