

MHz Holdings LLC Freespan Wireless brand INTERNET SERVICE AGREEMENT

THIS AGREEMENT is entered into between MHz Holdings LLC (“MHz Holdings LLC” or “Company”), and the person or entity who makes use of Company’s Internet services and / or products (“Customer”) and is subject to acceptance by Company (“Service Agreement”). Customer’s acceptance is limited to the provisions of the Service Agreement, including the Terms and Conditions of this offer. No additions or subtractions by Customer are acceptable unless and until expressly and mutually agreed upon in writing.

All MHz Holdings LLC customers enter into a service agreement by virtue of using our products and services. MHz Holdings LLC reserves the right to make changes to its service plans and pricing. If you have any questions about this agreement, please refer to the contact information in Section III(17) of the Service Agreement.

I. HIGH SPEED INTERNET PACKAGES & FEATURES

Residential

Speed Down/Up	Monthly Rate
10/3 Mbps	\$50.00
25/10 Mbps	\$75.00
50/15 Mbps	\$100.00

Business

Speed Down/Up	Monthly Rate
10/3 Mbps	\$75.00
25/10 Mbps	\$100.00
50/15 Mbps	\$125.00
75/25 Mbps	\$175.00

**Custom Business Internet Packages available by calling the office at 316.975.0785.

High Speed Internet Features include:

- Private IP address on Company's network
- Network Address Translation (“NAT”) routing to the internet
- One to One NAT available for an additional monthly fee of \$25.00 to provide access to a unique static internet routable IP address

a) HIGH SPEED INTERNET WAIVER

I acknowledge that Internet access may be vulnerable to system sabotage, including but not limited to hackers, impersonators, viruses, and denial-of-service attacks. I also acknowledge and agree that MHz

Holdings LLC does not take responsibility for any damage to my network or other operations resulting from any vulnerability caused by my failure to implement proper network security. I agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information I transmit over the Internet. MHz Holdings LLC is not responsible for invalid destinations, transmission errors, or corruption, interception or security of my data.

b) NEW SERVICE INSTALLATIONS

The \$99.00 connection fee for New Installations is an aid-to-construction charge to recover costs incurred in providing wireless internet services. Generally, the monthly recurring service charge includes the Customer Premises Equipment (“CPE”) consisting of an outdoor Subscriber Module (“SM”) radio with integrated router and associated cabling. For installations requiring additional equipment such as a higher gain antenna, an antenna mast greater than 20 feet in height, a tower, or other additional equipment an estimate will be generated for the Customer. Company will accept payment of the full amount either in the form of a one-time, nonrecurring charge or as a monthly recurring charge in addition to the service charge.

c) BANDWIDTH RESTRICTION ON RESIDENTIAL HIGH SPEED INTERNET USE

I acknowledge that I will be in breach of this Agreement if I use the MHz Holdings LLC High Speed Internet service account for high volume data transfers including in particular but without limitation sustained high volume data transfers or use the MHz Holdings LLC High Speed Internet service account to host a server.

I acknowledge and agree that what constitutes “high volume” for purposes of this agreement is within the sole reasonable discretion of MHz Holdings LLC; provided that in no event shall my bandwidth usage exceed ten times the average use of a MHz Holdings LLC High Speed Internet service customer for data transfers per month.

d) NOTE TO CUSTOMER:

MHz Holdings LLC’s installation is to the demarcation point. Installation does not include pre-existing inside wiring. Customer will incur labor charges and/or service order charges if MHz Holdings LLC performs on-premise or central office work to restore High Speed Internet service due to change of physical location or if service is disconnected for non-payment. Additional services may be available from MHz Holdings LLC personnel in regard to Customer owned computer and networking equipment, however, all services provided in these areas will be subject to an additional customer charge. For a detailed description and price list of services available, contact a MHz Holdings LLC representative or view the MHz Holdings LLC website at www.freespanwireless.com.

e) EQUIPMENT LIMITED WARRANTY

If any equipment supplied by MHz Holdings LLC pursuant to this agreement is found to be defective in material or workmanship during the contract term commitment, then any such equipment will be repaired or replaced at MHz Holdings LLC’s option with comparable new or refurbished replacement equipment. Labor and material required to repair or replace such defective equipment will be free of

charge during the term of the commitment.

This limited warranty does not apply to: a) damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse; b) failure of the Customer to properly follow operation instructions provided at the time of installation or at a later date; and c) trouble due to interruption of commercial power.

The foregoing limited warranty is in lieu of all other warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. No agent, employee or representative of MHz Holdings LLC nor any other person is authorized to modify this warranty in any respect. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

f) DATA MANAGEMENT AND SECURITY

MHz Holdings LLC STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission and implementing security such as anti-virus and firewalls. MHz Holdings LLC is not responsible or liable for the management or security of your data, including without limitation loss of your data or back-up or restoration of your data, regardless of whether your data is maintained on MHz Holdings LLC servers or your computer or server.

II. TECHNICAL SUPPORT

I, the Customer, grant permission to MHz Holdings LLC to enter upon my premises if necessary to perform the services to the equipment as agreed herein.

At this time, MHz Holdings LLC does not guarantee to provide free technical support for any equipment not provided by MHz Holdings LLC. MHz Holdings LLC is not responsible for any hardware or software conflicts that may arise due to Customer use of incompatible equipment installed beyond the SM.

III. GENERAL TERMS AND CONDITIONS

0. General. These Terms and Conditions, as well as MHz Holdings LLC's Acceptable Use Policy and other service policies to the extent that they govern use of MHz Holdings LLC's Internet service are incorporated herein, and are a part of, the Service Agreement entered into between MHz Holdings LLC ("Company") and the person or entity who makes use of Company's Internet services and / or products ("Customer") and is subject to acceptance by Company. Customer's acceptance is limited to the terms and conditions of this offer. No additions or subtractions by Customer are acceptable unless and until expressly and mutually agreed upon in writing.

1. Initial Term. Customer agrees to pay for use of the Service for an initial term of one year, billed monthly, beginning on the first day of the month following the installation of the Service at Customer's

location. Any use of the service before the one year term commences will be added to the initial term and billed at a pro-rated amount on the Customer's first bill for service. Company agrees to charge Customer for the service during this term at the rate specified at the beginning of the term. If Customer discontinues the service during this term Customer will pay to Company the remaining full amount that would have been charged to Customer during this term. After this initial one year term Customer will be billed on a month-to-month basis and will continue to be subject to all other provisions of this agreement.

2. Provision Of Service. Company shall provide and Customer shall accept Internet Service (all Internet related services provided by Company offered herein and hereinafter defined as "Service" or "Internet Service") at the applicable rates and charges, subject to the terms and conditions specified in this agreement. Except as otherwise agreed by Company in writing, Company reserves the right to revise, in its sole discretion, the rates, terms, and conditions of its agreement with Customer upon at least 30 days' written notice to Customer, such notice to be given at least 30 days' prior to the end of the then-current contract term. Customer agrees to pay for Service pursuant to such revised rates, terms, and conditions, unless Customer terminates this agreement in accordance with the terms and conditions of this agreement. Service is subject to transmission limitations caused by foliage or atmospheric, topographical, or any other like conditions. Additionally, Service may be temporarily refused, limited, interrupted or curtailed due to government, regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of Company's Internet system.

3. Changes to Service or this Agreement. MHz Holdings LLC is not obligated to give you notice of changes to this Agreement before it becomes effective. You should review the Agreement at the time it becomes effective for you. Subject to any applicable rules or laws, MHz Holdings LLC may:

(a) at any time, effective upon posting to www.freespanwireless.com or any written notice to you, including e-mail: (i) stop offering the Service and/or leased Equipment, (ii) modify the Service and/or any of the provisions of this Service Agreement, and/or (iii) reduce monthly recurring charges (MRC) or nonrecurring charges (NRC). Please check such Web site and your e-mail regularly for changes;

(b) upon 20 days' notice to you: (i) increase MRCs or NRCs; (ii) change this Service Agreement or the Service in a way that directly results in a material and adverse economic impact to you. MHz Holdings LLC may reduce the foregoing notice period where commercially reasonable and/or if such increase is based upon Legislative or Regulatory Action.

Your continued use of the Service and/or Equipment constitutes acceptance of those changes. You must immediately stop using the Service and Equipment and cancel your Service if you do not agree with the changes. Any changes you make or other terms you add to this Service Agreement, or propose in any other documents, written or electronic, are void.

4. Availability. Service may not be available in all areas or at the rates or speeds generally marketed.

The speed(s) available at your location are identified during the ordering process. Service speeds are “up to” and MHz Holdings LLC will provision your connection at the maximum speed it qualifies for within the speed range of the Service you selected. Your location may subsequently be eligible for additional speed options; provided that you will be charged a speed change charge for any speed change. Availability of service depends on availability and limits of MHz Holdings LLC tower sites and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. Service is offered only to location(s) qualified by MHz Holdings LLC connection qualification procedures. Some location connections may not qualify for the Service even if initial tests qualified such connections. Speed and availability of Service are not guaranteed and may be limited by a variety of factors including but not limited to your service location, trees and/or foliage, topographic or atmospheric conditions, any other obstructions preventing a clear line of site to Company's tower sites, computer performance/configuration and network/Internet congestion. Service is provided on a per-connection basis, and the actual throughput and connection speed of your Service depends on a number of factors such as Internet traffic and congestion or bandwidth, distance of your home from a MHz Holdings LLC Tower Site, viruses or spyware, server speed of the web sites you connect to, traffic congestion on your home network or corporate LAN, and your computer settings in addition to the factors listed above. Uninterrupted or error-free Service is not guaranteed.

5. Use of Service and Equipment. Service and equipment are furnished for use by Customer for any lawful purpose. Customer warrants Customer is at least 18 years old.

6. Customer Service Requests in Writing. Applications, including activation, a change or discontinuance of Service, will be accepted only from Customer in writing via US mail.

7. LIMITATION OF COMPANY’S LIABILITY.

(a) Customer understands that alternative and competing internet communications carriers are available to Customer; occasional interruption or irregularities in the service may occur; any potential harm from interruptions or irregularities in the service is speculative in nature; Company cannot offer the service at rates which reflect its value to each customer; and Company assumes no responsibility other than that contained in this agreement. Accordingly, Customer agrees that except as limited by law, Company’s sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the service or transmission of service provided by Company or any underlying communications carrier, or for losses or damages arising out of the failure of Company or any underlying communications carrier to maintain proper standards of maintenance and operation shall be as follows:

(i) A credit allowance as described in subsection 7(a)(iii) below will be made at Customer’s request in the form of a pro-rata adjustment of the fixed monthly charges billed to Customer. Fixed monthly charges are the monthly charges for access and optional features per customer account, all as described in the schedule of rates and charges in effect at the time of interruption.

(ii) Such credit allowance will be based upon the period of the time which such mistakes, omissions,

delays, errors or defects in the service or its transmission caused interruptions in the rendering of the service. Any such period of time an interruption occurs will be measured in 24 hours periods from the time it is reported to Company.

(iii) The credit allowance will be computed by dividing the length of the service interruption by a standard 30 day month and then multiplying the result by Company's fixed monthly charges for each interrupted customer account. In no case will the credit exceed the fixed monthly charges.

(iv) A credit allowance will not be given for mistakes, omissions, interruptions, delays, errors or defects or curtailments in the service caused by the negligence or willful act of Customer or other parties or mistakes, omissions, interruptions, delays, errors, or defects caused by failure of equipment or service not provided by Company.

(v) The service furnished by Company, in addition to the limitations set forth preceding, is also subject to the following limitation: the liability of Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failures or defects in facilities of the underlying communications carrier, occurring in the course of furnishing service and not caused by the negligence of the authorized user, or the underlying communications carrier in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the authorized user for service during the period of time in which such mistakes, omissions, interruptions, delays errors or defects in service its transmission or failures or defects in facilities furnished by Company or the underlying communications carrier occurred.

(vi) Company shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment, when caused by acts of God, fire, war, riots, government authorities, default of supplier, or other causes beyond Company's or any underlying communications carrier's control.

(vii) Customer acknowledges that Internet systems use public access facilities to transmit voice and data communications and that the service may not be completely private. Company is not liable to Customer for any claims, loss, damages or cost which may result from lack of privacy on the system.

(viii) Customer acknowledges that Internet systems may carry material which may be considered abusive, profane or sexually offensive and that Company is not liable to Customer for any claims, loss, damages or cost which may result from such material.

(ix) Customer hereby agrees to indemnify and save Company harmless against claims for libel, slander, or infringement or copyright from the material in any form over its facilities by Customer or those using Customer's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of Customer with the facilities of Company or any communications carrier; and against all other claims arising out of any act or omission of Customer in connection with the facilities or service provided by Company.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES.

(a) Customer acknowledges and agrees that Company is not the manufacturer of equipment and

Internet package software, and Company hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or service or Internet package software (whether purchased or leased by Customer from Company or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for particular purpose. Company to the extent permitted by law assigns to Customer any and all manufacturers' warranties relating to equipment or Internet package software purchased by Customer, and Customer acknowledges receipt of any and all such manufacturers' warranties.

(b) Customer acknowledges and agrees that its sole and exclusive remedy in connection with any defects in the equipment or software, including manufacture or design shall be against the manufacturer of the equipment or software under the manufacturer's warranties and that Company shall have no liability to Customer in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or software or service provided hereunder. Without limiting the above, Company shall have no liability or obligation to Customer, in either contract or tort, for special, incidental or consequential damages or economic losses of any kind incurred by Customer directly or indirectly resulting from or related to any equipment or service or software described hereunder, whether or not caused by Company's negligence, to the full extent same may be disclaimed by law. Any references to equipment or software in this paragraph shall be deemed to apply to all equipment or software purchased by Customer or leased by Customer from Company or another lessor. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply. You may also have other legal rights which vary from state to state.

9. INDEMNIFICATION AND RELEASE. Customer agrees to release, defend, indemnify and hold harmless Company, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the equipment, products or services provided by Company or sued in conjunction with such equipment, products or services provided by Company and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the equipment or service, or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of Company, its agents or employees.

10. Operating Rules. Customer agrees not to publish on or over the Internet content which violates or infringes upon the rights of any other. If Company is challenged by any third party regarding the suitability of Customer's content, Company may at Company's sole discretion delete Customer's content from the Internet service. Customer agrees not to send unsolicited electronic mail to Company's subscribers without Company's explicit written permission for each instance of communication.

11. Rates, Charges and Payment.

(a) Rates and Charges. All Service and Equipment is provided to you at the MRCs and NRCs quoted to

you during the ordering process and as set forth on www.freespanwireless.com at the time(s) you order Service and/or Equipment. You are responsible for any charges associated with the Service and Equipment, including without limitation Equipment purchase and/or lease charges, monthly Service charges, and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Service, and Taxes. In the event MHz Holdings LLC offers the ability to pay any of the charges in installment payments over time (“Installment Option”), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment. You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Equipment, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any twelve-month period.

(b) Payment.

(i) Billing. Charges are billed monthly with MRCs and NRCs billed in advance and usage and governmental charges billed in arrears. You will pay all billed charges by the due date set forth in your billing statement, as well as any Late Charge. You will be charged for each additional copy of your bill. You will provide all information necessary for MHz Holdings LLC to provide and bill for the Service and Equipment. You affirm that the information you supply to us is correct and complete and will promptly notify MHz Holdings LLC whenever your personal or billing information changes. If you elect to pay by credit card, you are responsible for directly updating or notifying MHz Holdings LLC of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.

(ii) Payments. Unless otherwise agreed by Company, payment is due to Company upon receipt of the invoice. After the 17th day of the month, the account will be considered delinquent. If payment is not received by the 17th a late charge of 10% of the first \$3.00 and 3% of the remaining unpaid balance may be incurred. If payment is not received by the last business day of the month, service will be suspended.

(iii) Disputes. The billed rate will continue unless you call us promptly and inform us that the billed monthly rate is not the one quoted to you. You must give MHz Holdings LLC notice of any dispute on your bill. You will be charged a late charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will pay all MHz Holdings LLC expenses incurred to recover such withheld amounts including attorneys’ fees.

(iv) Deposit. MHz Holdings LLC may reasonably modify the payment terms or require other assurance of payment, including a deposit based on Customers payment history, lack of established credit, or a

material and adverse change in Customers financial condition. Refunded deposit amounts will be credited to your account and any credit balance will be refunded. If you make a cash deposit, you will receive interest at the rate required in the state you receive Service, equipment or Software from date MHz Holdings LLC received deposit until date MHz Holdings LLC refunded the deposit.

(v) Method of Payment. MHz Holdings LLC accepts cash, checks, money orders, credit and debit cards. For credit and debit card payments, MHz Holdings LLC accepts Visa, MasterCard, Discover or American Express. Additionally, MHz Holdings LLC offers automatic credit card and automatic bank draft payment options. You can sign up for automatic payments by completing and returning the autopay authorization form. By signing up for autopay, you authorize MHz Holdings LLC to automatically process your payment for charges that apply to your account. MHz Holdings LLC will automatically process your payment on the 10th of each month for the balance due on your account. If you are enrolled in autopay and MHz Holdings LLC is unable to process your payment for any reason, you may be subject to late fees if payment is not received by the 17th. Additionally, you may be subject to Service suspension or account termination at MHz Holdings LLC's discretion.

12. Default and Waiver.

(a) In the event that Customer shall default in the payment when due of any sum due hereunder, or in the event of any default or breach of the terms and/or conditions of this agreement, or if any proceeding in bankruptcy, receivership or insolvency or petition for receivership shall be instituted by or against Customer, Company, at its option, may:

(i) Proceed by appropriate court action or actions to enforce performance by Customer of the applicable covenants and terms of this agreement or to recover damages for the breach thereof; and/or

(ii) Terminate this agreement, whereupon all rights and interests of Customer shall terminate and Customer shall remain liable for all Services provided.

(b) Customer shall pay to Company on demand any and all past due amounts which Company may sustain by reason of such default or breach by Customer, together with all other charges as provided by this agreement, reasonable attorney's fees incurred by Company in connection with such breach or default by Customer and all other costs and expenses incurred by Company in collecting such amounts. All amounts shall be payable by Customer without set off or deduction of any kind.

(c) The remedies provided in favor of Company in the event of default shall not be deemed to be exclusive but shall be in addition to all other remedies in its favor existing at law.

(d) No failure on the part of Company to exercise any right or remedy arising directly or indirectly under this agreement shall operate as a waiver of any right or remedy it may have nor shall an exercise of any right or remedy by Company preclude any other right or remedy Company may have.

(e) Company reserves the right to terminate service for any reason, including, but not limited to violation of state or federal laws, abusive or offensive behavior, bulk mailing (spamming) or violations of other provisions provided herein.

13. Assignments. Neither this agreement nor Customer's rights hereunder shall be assignable by

Customer except with Company's prior written consent. The conditions hereof shall bind any permitted successors and assigns of Customer.

14. Entire Agreement and Governing Law. Customer acknowledges that this agreement contains the entire agreement between the parties relating to the services and/or equipment described in this agreement and that Company and its employees have not made orally or in writing any representations, warranties or agreements inconsistent with the terms of this agreement. No modification, change or alteration of any of the terms of this agreement shall be valid unless in writing and signed by Company and Customer except as otherwise proved herein. This agreement supersedes all prior agreements and understandings, both oral and written, with respect to the subject matter hereof. Customer agrees to notify Company within 30 days of any change of Customer's address. This agreement shall be governed by, construed and enforced in accordance with the laws of the state of Arkansas.

15. SEVERABLE PROVISIONS. If any part of this agreement is contrary to or prohibited by or deemed invalid under applicable laws and regulations of any applicable jurisdiction, the remaining provisions and parts thereof shall remain and be construed in full force and effect to the extent permitted by law.

16. Company Contact.

MHz Holdings LLC

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Office: 316.975.0785

Email: info@freespanwireless.com