

SUBSCRIBER AGREEMENT

THIS ONLINE AGREEMENT IS ENTERED INTO BY AND BETWEEN YOU THE SUBSCRIBER (HERINAFTER "SUBSCRIBER" OR "CUSTOMER") AND JOHN R. GUZZO, LLC DBA HUDSON VALLEY WIRELESS (HERINAFTER "HVW" OR "PROVIDER") WITH OFFICES AT 34 RUSSELL ROAD, ALBANY, NY 12205, FOR THE PURPOSE OF ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH PROVIDER WILL FURNISH WIRELESS INTERNET ACCESS. READ THIS AGREEMENT CAREFULLY AND COMPLETELY AS IT SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO USE OF THE SERVICE.

TERMS AND CONDITIONS

SCOPE OF THIS AGREEMENT

HVW provides its service to Customer conditioned upon Customer's acceptance, in its entirety, of the terms and conditions contained in this Agreement. HVW may, in its sole discretion, change, modify, add/or remove portions of this Agreement, and the service provided hereunder, at any time. HVW will notify Customer of any such changes by posting the modified Agreement on the HVW Website: www.hvwisp.com, or sending notice via email, postal mail, or other means to Customer. Customer's continued use of the service following notice of such change shall be deemed to be Customer's acceptance of any such modification. If Customer does not agree to any such modification, Customer must immediately stop using the service and notify HVW that Customer is terminating this Agreement in accordance with the notice provisions contained herein.

SUPPLEMENTAL DOCUMENTATION

The scope of this agreement also includes, but is not limited to the following documents posted on HVW's Website (www.hvwisp.com):

CODE OF CONDUCT, LIMITED WARRANTY, PRIVACY POLICY, SERVICE LEVEL AGREEMENT (SLA), SUPPORTED APPLICATIONS AND ANTIVIRUS POLICY

SERVICE TO BE PROVIDED

Provider, under the terms of this Agreement, will furnish to Subscriber the selected package of NITRO Broadband Wireless Internet Access Service agreed upon at the time of installation. All fees are due immediately and are non-refundable.

As consideration for the subscription Customer agrees to pay HVW for the applicable subscription fees set forth on the Website and/or Invoice at the time of your selection, or, if applicable, upon receipt of your invoice from HVW.

This Agreement ONLY applies to NITRO Broadband Internet Service and does not apply to Legacy / Classic, Dedicated Internet Access (DIA), Wholesale or Transport products.

SERVICE DELIVERY

Wireless Internet Access connection speeds (Example: 6Mbps Download / 1.5Mbps Upload) is measured between Subscriber's location and the Provider's access point (depending on package chosen). Actual connection speeds may be lower under conditions of high Internet usage.

Hudson Valley Wireless will provide Subscriber's Nitro Broadband Internet Access on a shared wireless Internet connection for residential or business use. Speed is measured at a burstable rate up to the subscribed rate. The package is designed to burst up to the maximum speed and drop down to a sustained speed after 30-seconds.

There are Download and Upload thresholds assigned to each package (Example: 10 GB). If the Subscriber exceeds the maximum upload/download threshold assigned to the plan additional charges will apply based upon the agreed rate schedule included on the Welcome Letter, Website and/or Invoice.

An email will be sent when the account as reached 75% utilization of data plan advising the Subscriber that they are reaching the threshold. They will be encouraged to visit the Subscriber Portal to look at actual usage. Be advised that data usage on the portal may need to be updated based on polling interval with HVW servers.

Actual data transmission or throughput may be lower than the connection speed due to Internet congestion, server or router speeds, protocol overheads, and other factors that cannot be controlled by Provider.

SERVICE TERM

An agreement shall be in effect for the initial term commencing with service inception and continuing for as long as the service is being provided. Unless otherwise specified on our Website, each HVW service plan is for a two-year initial term. After the initial term, unless Customer renews a one year subscription, Residential service will be supplied on a month to month automatically renewing basis. Business Services will renew for a like term unless service is terminated by written notice to HVW prior to 30 days before the end of the current term.

Subscribers may pay a monthly surcharge to opt out of the two-year contract. Any renewal of service is subject to the then current terms and conditions. Customer acknowledges that at the time of renewal the subscription fee may be higher or lower than the price paid for the initial term of service. Notwithstanding any part of this agreement, Customer will be required to pay for service for each month of the current term.

INTERNET ACCESS SERVICE FEES

The Internet Access Service Fee is billable on a monthly basis for the duration of the contract term. The Internet Access Service Fee is based upon the selected Package (Example: Home Basic, Home Enhanced, Business eXtreme). The package is associated with a Priority Queue, Bandwidth Package (Example: 6Mbps Download / 1.5 Mbps Upload) and Download Threshold (10-GB)

BANDWIDTH SPEEDS

Bandwidth refers to how much data you can send through a network or modem connection. It is measured in bits per second “bps”. The advertised speeds are based on estimated throughput from the HVW Demarcation Point at the Customer Home to the Access Point. Actual data transmission or throughput may be lower than the connection speed due to Internet congestion, server or router speeds, protocol overheads, and other factors that cannot be controlled by Provider.

PRIORITY QUEUE

Priority on the network is given to the Subscriber with the Highest Level (Example: Home User – Level 1, Business – Level 2, HVW VoIP – Level 3, Dedicated Access –Level 4, CLEC / Cellular Transport, Level 5, Public Safety – Priority 6)

DOWNLOAD / UPLOAD THRESHOLD

HVW maintains a policy to ensure that Customers get a fair amount of access to the Internet. There are limits on the amount of data Customers can upload / download during a certain period of time, depending on your service plan. All plans reset to zero every month.

EXCEEDING UPLOAD / DOWNLOAD THRESHOLD

When customers come close to exceeding either the upload or download threshold of the select rate plan they are notified via email. They are instructed to access the customer portal where they can monitor the usage. Once the plan is exceeded the Customer is billed based on the rates established in the package.

CUSTOMER INSTALLATION

The installation date and time will be determined by Provider and communicated to the Subscriber as early as possible. Prior to or during installation, Subscriber and Provider will determine if the Subscriber’s computers(s) are configured appropriately for the Wireless Internet 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.

It is understood that equipment needs to be installed on the exterior of the Subscriber Home or Business. The equipment needs to be fastened into the structure using screws and drilling holes. HVW assumes no liability for damage to property from equipment installation or removal.

It will be assumed that by scheduling the installation we have the Owners permission to install equipment on the building and drill necessary holes. The Subscriber will assume all liability to the property owner for installations.

ACCESS TO THE CUSTOMER PREMISE

Customer authorizes HVW and its employees, agents, contractors and representatives to enter Customer's premises (the "Premises") in order to install, maintain, inspect, repair, and if necessary remove HVW's equipment. If Customer is not the owner of the Premise, upon request, Customer will supply HVW with the owner's name, address and evidence that the Customer is authorized to grant access to the Premise on the owner's behalf, and (if needed) written consent from the owner of the Premise to install the necessary HVW equipment. HVW assumes no responsibility for any damages to personal or property, to the Premise or the Customer Equipment as a result of the installation or removal of HVW equipment. In the event Customer elects to remove or move any HVW equipment, Customer assumes all responsibility for any damage, personal or property caused by such action.

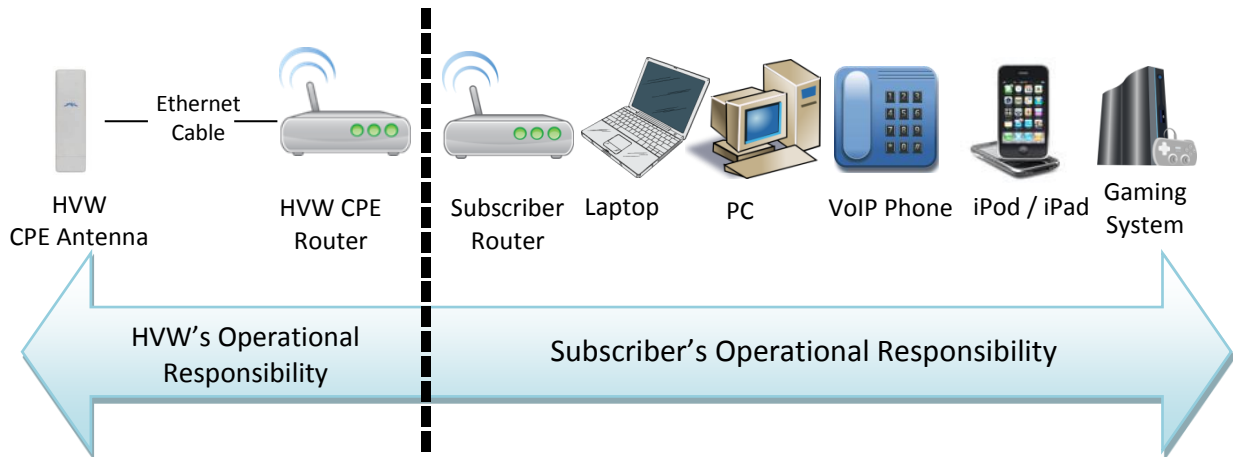
Our installers and technicians will not enter your home to perform any work unless a responsible adult is present. Some exceptions may apply with expressed permission from customer and management approval.

MESH NETWORK

HVW may use a mesh network design to provide service to wireless subscribers; Wireless Mesh networks utilize existing customer locations as relay sites. HVW reserves the right to utilize existing wireless subscriber's locations without the written consent of the subscriber.

CUSTOMER EQUIPMENT

Any equipment not purchased from Provider is (Hereinafter "Customer Equipment). Provider is not responsible for support of Customer Equipment and Subscriber will be liable for the expense of a service call if a technician determines that the problem resides with Customer Equipment and Subscriber will be liable for the expenses of a service call.



In the event a Subscriber install utilizes the provided Wireless Internet Access Service Router or Access Point, it is with clear understanding that Provider is not responsible for any problems that may occur. It is recommended that the Customer have their computer vendor present during cutover. 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 Subscriber's computers without an associated fee.

Furthermore if such equipment violates HVW's Acceptable Terms of Use Policy and adversely affects Wireless Internet Access Service, service will be immediately disconnected and / or permanently disconnected. Additional charges may apply for troubleshooting network outages.

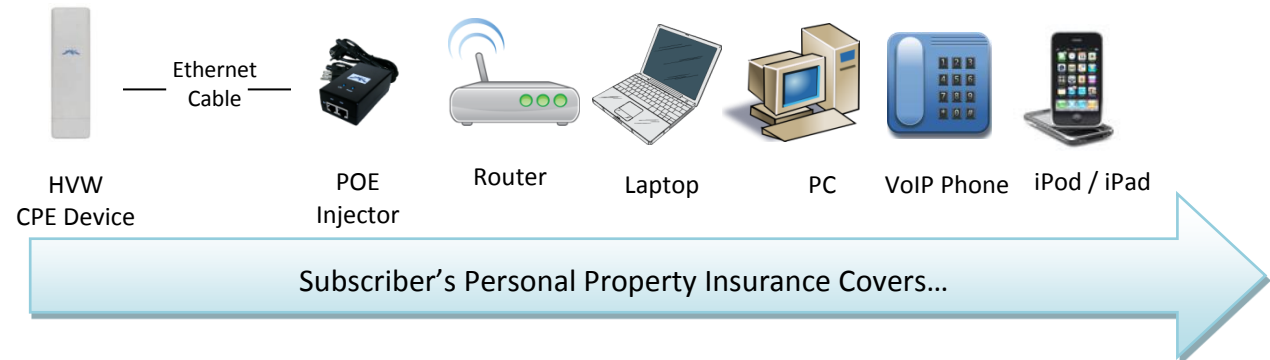
"Customer" understands and agrees that the service requires certain equipment to be provided by the "Customer" (the "Customer Equipment") such as a functional personal computer with an Ethernet jack or wireless card and appropriate operating system, as well as certain equipment that will be provided by HVW or its designee such as an antenna. Customer represents that it owns the Customer Equipment or otherwise has the right to use the equipment with provided Internet service. It is the responsibility of the Customer to provide and maintain all equipment that is not provided by HVW. It is the Customer's responsibility to make sure that all Customer Equipment is working properly and to troubleshoot and resolve problems with such equipment if it is not functioning properly. HVW's equipment is provided as part of their monthly subscription fees. It is the responsibility of HVW to make sure that HVW equipment is working properly.

Please refer to the list of Supported / Restricted Applications, Code of Conduct, Privacy Policy and Improper Use of Our Services section for more information.

REPLACEMENT OR REPAIR OF HVW EQUIPMENT

Customer shall be solely responsible for the cost of replacement or repair of any lost, stolen, damaged, sold, transferred, leased, encumbered or assigned HVW equipment or part thereof, together with any incidental costs incurred by HVW relating to the replacement, repair or installation of HVW equipment, including Storm Damage or Acts of God.

This agreement does not include equipment other than the Subscriber Module, Power Injector, Ethernet cable, antenna and mounting hardware, which will be provided by Hudson Valley Wireless. Lightning, wind, or hail damage or damage from falling debris, for example; tree limbs, trees, hail, sports or recreation type balls, such as baseballs, softballs, footballs or any toy or material that causes damage to equipment on premises will be covered by home or business insurance or paid out of pocket.



An Equipment Protection Plan will be available for \$ 10/month. The Equipment Protection Plan provides free replacement for the aforementioned equipment as well as a reduced Service Call rate.

The troubleshooting and / or repair of the following may result in a billable service call:

- a. Any obstruction(s) that might be erected or grow between Subscriber's antenna and Hudson Valley Wireless's Access Point causing degradation or loss of service
- b. Debris or ice on antenna, or re-aiming the antenna
- c. Installing hardware and/or software in a different computer after installation
- d. Reconfiguration of network settings due to, but not limited to: tampering or reinstallation of operating system.
- e. Viruses, Malware or Malicious Software installed on customer's computer & equipment.
- f. Loss of Data
- g. Loss of income due to interruptions of Internet connectivity
- h. VoIP connections

EQUIPMENT CHARGE

All equipment used to provide broadband Internet access shall remain the property of HVW. Upon termination of service, you must return all equipment in the same condition as when provided, normal wear and use accepted. Failure to return equipment within 30 days from the cancellation date will result in a charge to be determined with reference to HVW's then current equipment schedule. You agree to pay such charge whether such equipment is lost, through theft or otherwise destroyed. Additional equipment recovery fee of \$100.00 may also apply.

INSTALLATION FEES

HVW or its agents will install the HVW equipment. The Customer will be billed separately for the installation according to the selected billing plan. All plans are based on **Standard Installations**. Additional Charges may apply for out of scope work. Discounts to the standard rate may apply for converting existing customers to the new system.

STANDARD INSTALLATION

Standard Installation is defined as a single story home with clear pathways to run cable (less than 100') without obstructions or special material required. Additional charges may apply for non-standard installations.

Examples of Non-Standard Installations include, but not are not limited to: Tripods, Antenna Masts, Chimney Mounts, Tree Mount, Tower Sections, Burying Cables, Aerial Cables, Demarcation Extension, Multistory Buildings, 40-Foot Ladder Charge, Multiple Computers, Multiple Cable Runs

RELOCATING EQUIPMENT

Customer shall not relocate HVW's equipment as this may affect Customer's ability to receive service. If Customer decides to move locations (Physical Address), Customer will contact HVW for additional information concerning the procedures for transferring HVW's equipment and service to Customer's new location. If the service is not available to the Customer at their new location, the Agreement shall terminate and Customer shall comply with the termination provisions of this Agreement. If the service is available at the new location, upon request by Customer and approval by HVW, HVW may relocate equipment to Customer's new location at a time agreed to with Customer. Customer acknowledges that Customer will be billed for the removal and reinstallation of HVW equipment at HVW's then current hourly rates plus materials and travel charges. In all cases, Customer shall notify HVW as provided herein.

LINE OF SIGHT

Customer understands that Wireless Internet connectivity requires radio line of sight to the tower or relay site, and that any obstructions between HVW Access Points and the Client Antenna may cause decreased performance. Any obstruction(s) such as foliage, erection of building or structures may interfere with or degrade the connection.

It will be the sole responsibility of the Customer to maintain a clear Line of Sight. If adequate conditions are not met the provisions of the Termination and Expiration Clause will apply.

INTERFERENCE

HVW does **not** provide FREE end user support for computer problems, customer routers (whether purchased from us or 3rd party) or other private network equipment. If in our sole determination any interference is generated locally or through the customer's use of other equipment, it is the customer's sole responsibility to remedy the interference issue. This includes equipment that when powered on disrupts Internet Service. In NO event shall HVW be responsible for any interference which is generated by equipment under the direct control of the customer. This includes microwave ovens, cordless telephone, satellite TV receiver, satellite radio, TV antennas or any other customer provided wireless devices.

ADDITIONAL SERVICES

VIRTUAL PRIVATE NETWORK (VPN)

Some Customers require the ability to connect to a corporate network from their home or remote office. VPN is supported with our higher tier packages.

STATIC IP ADDRESSES

Some Business Customers run applications such as VPN, Camera Servers, IP Telephone Systems and Application Servers that need a permanent address on the Internet. Static IP Addresses are support under our Business, Home Enhanced and Home eXtreme Packages for an additional charge.

EMAIL

The use of HVW's email service is subject to Provider's email and anti-spam policies, which have important information about limitations on use of email service such as storage capacity and deletion of stored messages.

HVW reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users against Internet threats or abuses, including viruses, spam, and phishing threats. These security measures may include, but are not limited to, the use of firewalls and block lists to block potentially harmful or abusive emails or attachments, anti-spam filters, anti-virus and anti-spyware software and blocking select ports.

Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using HVW-provided email service, you agree that delivery and receipt of email is not guaranteed and to HVW's use of such Internet and email security measures which in its sole discretion deem appropriate.

Email Aliases - HVW will issue email aliases (alternate email addresses) based upon availability. You alias will be surrendered by changing it or if your account is terminated for any reason and we will not forward emails addressed to that alias. If your Service is reinstated we cannot guarantee it will still be available to you.

Please note: Our @hvwisp.net email platform is hosted by Google Apps. The terms and conditions for the Hosted Google Apps can be found at (https://www.google.com/apps/intl/en/terms/user_terms.html)

ADVANCED TECHNICAL SUPPORT (ATS)

ATS is a service intended to address issues outside the scope of HVW's standard support agreement. ATS includes: (a) configuration troubleshooting; (b) evaluation of and attempts to correct software, operating systems and networking issues; (c) virus/spyware support; and (d) software and peripherals support for network, video and sound cards, memory, hard drives, cd/dvd readers/writers, printers, scanners and network equipment. All ATS services are offered in English only.

All Advanced Technical Support are billable at HVW's current rates.

PAYMENT AND FEES

Subscriber will be billed installation charges, as well as the appropriate Monthly Reoccurring Charges (hereinafter MRC) including taxes and tariffs for the Wireless Internet Access plan selected at the time of the first bill. Provider reserves the right to request payment for reactivations, relocations and all equipment associated with the initial installation of Wireless Internet Access in advance.

Customers billing date will fall on the 1st of every month. The first month's bill will be prorated based upon the date of installation.

Wireless Internet Access Service charges are due monthly. Failure to pay monthly service charges (non-payment) on or before the due date may result in loss of service, without liability, to temporarily disconnect Wireless Internet Access Service. Subscriber will be given (15) days to reconcile balance before the plan is suspended.

The Provider is not liable for any loss of business, loss of phone service or any other disruption resulting from a deactivated / suspended Internet account.

A returned check, insufficient funds or declined credit card will be considered non-payment. Restoration of service will require payment of unpaid balance, and reconnect charge of \$15.00 may be applied. If service is not reconnected within (90) calendar days, the Wireless Internet Access Service may be permanently disconnected. To restore service after a permanent disconnect, payment of the full unpaid balance and a reactivation fee of \$200.00.

Early termination charge and pre-payment of new installation charges may apply.

Late Payment Fees – A late payment fee of \$5.00 may be added on accounts not paid within (5) days of billing. Returned Check Charge – A \$25.00 processing fee will be charged on all returned checks.

Invoice Mailing Fees - HVW relies on paperless invoicing, an additional \$5.00 will be applied to every Invoice generated

Accounts that are not collectable by HVW may be turned over to an outside collection agency for collection. If the account is turned over for collections, Subscriber agrees to pay HVW a "Collection Fee" of not less than \$50.00 nor more than \$150.00, plus the billed amount. If Subscriber agrees to cancel the account, they must follow the proper procedure outlined in TERMINATION AND EXPIRATION section of this agreement. Failure to pay a charge on the account will not deem the account canceled. If Subscriber disputes a charge to their credit card issuer that, in HVW's sole discretion is valid under the provisions of this Agreement and/or Authorized Use Policy, Subscriber agrees to pay HVW an "Administrative Fee" of not less than \$50.00 and not more than \$150.00 in addition to the charges made originally. If subscriber supplies HVW with credit card information either through the customer portal, in person or over the phone Subscriber agrees to let HVW continue to charge the credit card until such time as the account is cancelled as outlined in this Agreement.

CHANGES TO THE SERVICE

Subscriber may upgrade their Wireless Internet Access package/speed without penalty. Any downgrades to service plans will result in the automatic acceptance of a 2-year agreement or the subscriber may be subject to additional penalties and surcharges.

SERVICE CALLS

If Provider is called to Subscriber's site and it is determined that the problem is other than the Wireless Internet Access Service and / or the Wireless Internet Access Interface, a minimum fee of \$65.00 plus travel will be charged for the first hour and in half hour increments thereafter. The stated rates apply during regular business hours. Overtime, weekends and holidays rates will be higher. Travel and related charges may also apply.

CUSTOMER SUPPORT POLICY

Customer agrees that (i) Customer will not be entitled to Customer support relating to any issues other than the quality of the signal delivered to HVW Antenna and HVW Router (hereinafter "HVW Demarc" or "Point of Demarcation") and (ii) the following limitations of liability shall apply: HVW DOES NOT ASSUME ANY LIABILITY WHATSOEVER FOR ANY DAMAGE OR FAILURE TO CUSTOMER EQUIPMENT OR CUSTOMER'S INABILITY TO ACCESS OR USE THIS SERVICE. The foregoing limitations of liability is in addition to and shall not limit any other limitation of liability set forth in the remainder of this agreement.

Company limits technical support to their area of expertise. Not all personnel have the same areas or levels of expertise, Subscribers may be referred to another member of the support team who is not immediately available in which case that team member will contact the Subscriber at the team members earliest availability.

HOURS OF SUPPORT

Customers with Residential Service plans will be entitled to Telephone and On-Site Support from 8:30am-5pm Monday through Friday (Excluding Weekends and Holidays). Business customers will be entitled to Telephone and On-Site Support from 8:30am-5pm Monday through Friday (Excluding Weekends and Holidays). Support calls for Business customers after normal operating hours will be handled on a call back basis.

CUSTOMER PORTAL

Customers are encouraged to access their Customer Portal to gain access to important billing information and usage. The portal may be accessed by going to <http://www.hvwisp.com> and typing the user name and password contained in the welcome letter.

MONITORING OF NETWORK PERFORMANCE

HVW Automatically measures and monitors network performance and the performance of your Internet connection and our network. We also will access and record information about your computer and Equipment's profile and settings and the installation of software we provide. You agree to permit us access to computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the service. You also consent to HVW's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer's and Equipment's settings, as they relate to the service, software and other services, which we may offer from time to time. We do not share information collected other than for the purpose of network or computer performance monitoring or providing customized technical support outside of HVW or to its authorized vendors, contractors and agents. HVW reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Subscriber information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our Subscribers. HVW reserves the right to comply with law enforcement as described in our WISP CALEA document.

AGREEMENT TO PAY

For the term chosen by the Customer, Customer agrees to pay all HVW equipment fees, installation charges, maintenance fees, services fees, overage fees and equipment lease fees including applicable taxes. Customer hereby authorizes HVW to charge Customer's debit or credit card, invoice customer, or use other billing option in accordance with HVW's then-current billing policies, for all such fees charges and taxes. Customer agrees to pay HVW service to the end of term or in accordance with HVW's then-current billing policies. Further, Customer hereby authorizes HUDSON VALLEY WIRELESS to charge Customer's credit card for all fees related to termination including payout of fees owed to HVW for the remainder of the selected term of the Agreement, equipment charges and any and all other fees related to termination to which the Customer is subject pursuant to the terms of this Agreement.

ADDITIONAL CHARGES ON INTERNET

The service will allow Customer to access the Internet, Online Services, and other information, and provides Customer access to email. Customer acknowledges that Customer may incur charges while using the service in addition to those billed by HVW. For example: Charges may be incurred as a result of accessing certain online services or purchasing or subscribing to certain other offerings. Customer agrees that all such charges, including all applicable taxes, are the sole responsibility of the Customer.

BILLING ERRORS

Subject to applicable law, Customer must notify HVW of any billing errors or other requests for credit within 60-days of the related billing. HVW will not be responsible for errors in billing not brought within this timeframe.

BACK-UP REQUIREMENTS

The installation, use, inspection, maintenance, repair and removal of HVW equipment may result in service outages or potential damage to the Customer Equipment. If Customer does not back up all existing computer files by copying them to another storage medium prior to such activities, Customer understands and accepts the associated risks of such a decision.

IN ANY EVENT EXCEPT AS OTHERWISE SET FORTH HEREIN, HWV SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF THE CUSTOMER'S COMPUTER PERIPHERALS, SOFTWARE, OR DATA.

DELAY

Provider will not be liable for any delay in the delivery or installation of Wireless Internet Access Service or for any damages suffered by Subscribers by reason of such delays 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 Internet Access Service.

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 fees and costs from the non-prevailing party. If any provisions 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 hereunder, Albany County, New York shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws of the State of New York.

Termination and Expiration

1. Termination by Customer

Customer may only terminate this Agreement by written notice to HVW. The obligation of Customer to pay for the remaining service term shall survive such termination. All related charges and fees may be billed to Customer's or charged to Customer's credit card. Customer agrees and acknowledges that the payment obligations set forth herein apply to Customer's termination of this Agreement for any reason whatsoever.

2. Customer Obligations Upon Termination

Customer agrees that upon termination of this Agreement HVW equipment must be returned in good working condition or will be subject to a \$400.00 non-returned equipment fee. Customer will permit HVW, and its employees, agents, contractors, and representatives, to access Customer's premises to remove the HVW equipment, or Customer may remove equipment and return it to HVW in good working condition within 5 days of the effective date of termination or Customer will be subject to a \$400 non-returned equipment fee unless the customer and HVW come to a different arrangement IN WRITING.

3. Termination by HVW

HVW may terminate this Agreement immediately should Customer violate any of the terms of this Agreement. HVW may also terminate the service for any other reason at any time by providing Customer with written notice of such termination no later than 30 days prior to the date of termination. In the event HVW terminates the service for any reason other than Customer's violation of this Agreement, fees and charges will accrue through the date of termination but all prepaid fees and charges that have been paid in advance for any full month of canceled services will be refunded.

4. Retention of Rights

Nothing contained in this Agreement shall be construed to limit HVW's rights and remedies available at law or in equity. Subject to applicable law, HVW reserves the right to delete all data, files, electronic messages, or other information that is stored on HVW's servers or systems when Customer's account with HVW is terminated for any reason.

5. Rights are not transferable: Subscriber rights herein granted, cannot be transferred, assigned, shared, sold, or used by anyone other than the subscriber. No more than one connection to the service provided by HVW can be used at any time by the subscriber on any system.

6. Multiple Users

Customer acknowledges that Customer is executing an Agreement on behalf of all persons who use the HVW equipment and/or service through Customer's computer. Customer shall have sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach is the result of use of the service and/or HVW equipment by Customer or by another user of Customer's computer. Customer agrees to indemnify and hold harmless HVW against all claims and expenses (including reasonable attorney fees arising out of the use of the service and/or equipment by any other user of Customer's computer).

6. Copyright Infringement

Notices and Procedure to Making Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the HVW 's Designated Agent.

7. Account Cancellation

All requests for canceling account must be made in writing **BY CERTIFIED MAIL** and sent to:

Hudson Valley Wireless

ATTN: Subscription Dept.

34 Russell Road

Albany, NY 12205

Subscriber must have all account information to cancel. For further instructions Subscriber may call (518) 458-7006 and ask for details on canceling an account. Cancellations will be processed on the date cancellation is received and effective at the end of the current period for which the services have been paid. Any fees for service rendered prior to the date of cancellation will be due and payable. No refunds will be issued for unused portions of a service which has been paid due to cancellation. Fee required under Subscriber contract for early termination may also be enforced. Subscriber should check his/her contract, and/or call Provider for more details on their contract.



Thank you for choosing Hudson Valley Wireless. We are committed to providing you with reliable high speed Internet access.

You have chosen to subscribe to Nitro Broadband Internet Access. Nitro Broadband monthly packages require a 2-year contract. If you choose to terminate the contract before the terms has expired, you will be charged an early termination fee of up to \$350.00. You can also choose to pay an additional \$10.00 monthly service charge and will be able to use the service on a month to month basis.

THIS IS A LEGALLY BINDING CONTRACT AND BY USING HUDSON VALLEY WIRELESS'S SERVICES YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED WITHIN THIS SUBSCRIBER AGREEMENT.

This Wireless Subscriber Agreement ("Subscriber Agreement") is entered into this ____ day of _____, 2014, between Hudson Valley Wireless hereinafter "HVW" with offices located at 34 Russell Road Albany, NY 12205 and _____ ("Subscriber") located at _____

I agree to the terms and conditions outlined in this subscriber agreement and agree to go online and review the supplemental documents listed on www.hvwisp.com with seven (7) days from the installation. The contract becomes effective seven (7) days from the date of installation and the continued use of the system shall mean that you accept the Terms and Conditions of this contract.

Customer requests a US Mail or Faxed invoice: Yes or No (Circle One)

Additional \$5.00/ invoice charge for mailed or faxed invoices

Service Plan _____ Monthly Payment: _____

Customer shall pay to HVW the charges associated with the service plan selected, including without limitation, deposits, setup fees, equipment purchases, and / or rentals, service charges, etc.

Initial

_____ No Contract

_____ 2-Year Contract

Signed: _____ Title: _____ Date: _____

Print: _____ Phone number: _____

Account Name: _____ Equipment Protection Plan ___ Yes ___ No

Preferred Contact Information

This information will be used to notify the subscriber of new promotional discounts, monthly newsletters, training, new products, routine maintenance windows and weather related outages.

Telephone Number _____

SMS Text Messaging _____

Email Notification _____