

Cosmo Wireless LLC

Wireless Internet Service Agreement

This Agreement is entered into by and between Cosmo Wireless LLC a Limited Liability Company having its principal place in Caruthersville, Missouri and the customer whose name appears in Appendix A/ Sales Order (hereinafter Customer) is effective as of the effective date shown in Appendix A. Cosmo Wireless LLC agrees to provide wireless internet service to the Customer at the prices and for the term set forth in Appendix A. Customer agrees to abide by the terms and conditions of this Agreement and any appendices attached hereto and to pay Cosmo Wireless LLC the complete price for the service.

1. Customer acknowledges that Cosmo Wireless LLC does not own, operate or manage the Internet and the Internet is no way affiliated with Cosmo Wireless LLC. The Internet is a computer network of inter-operable packet switched data networks. Therefore, Customer agrees that Cosmo Wireless LLC cannot and will not guarantee that the Services will provide Internet access that is sufficient to meet Customer's needs. Customer agrees that Cosmo Wireless LLC cannot and will not guarantee any bandwidth performance or download/upload speed. Customer agrees that its use of the Internet and the Internet services is solely at its own risk and is subject to all applicable local, state, federal and international laws and regulations.
 2. Customer must evaluate and bear the risks associated with the subject matter, accuracy, completeness or usefulness of any content available to you on or through the Services. Cosmo Wireless LLC does not pre-screen content placed on Cosmo Wireless LLC computer servers by any of its subscribers. Cosmo Wireless LLC does not have the practical ability to monitor, review, or restrict, prior to its transmission, content on Cosmo Wireless LLC's servers that may violate this Agreement. In addition, Cosmo Wireless LLC cannot ensure the prompt editing or removal of any content that may violate this Agreement after such content has been posted on Cosmo Wireless LLC's servers. However, you may still receive content which you consider to be inaccurate, defamatory, or otherwise offensive. Customer understands that Cosmo Wireless is not liable for any action or inaction with respect to any content posted on or through the Services and the Internet.
 3. The Services provide access to content that is protected by copyrights, trademarks, intellectual property rights, and other proprietary rights ("Rights") of Cosmo Wireless LLC and independent third parties who make such content available on or through the Services. Customer's use of content shall be governed by all applicable laws and regulations, and by the specific restrictions placed on such content by the owners or licensors of the Rights of such content. Customer will upload or download, to or from software files, message boards, or otherwise post, transmit or download on or through the Service, only such content that is not subject to any Rights, unless Customer has received express authorization to distribute such content on or through the Service by the holder of such Rights. Therefore, Customer agrees that it will not post, transmit or download content that is subject to another party's Rights, on or through the Services, without that party's express permission. Such unauthorized uploading, downloading, posting or transmitting may result in immediate termination of this Agreement, and may result in civil or criminal liability.
 4. By posting or transmitting content to any public area (e.g., public chat rooms, message boards, software libraries) customer represents and warrants to Cosmo Wireless LLC that Customer has the right to post or transmit such content and that such content does not infringe any copyright of, or violate any right of privacy, or libel or violate any proprietary or other right of any other person. Customer hereby agrees to indemnify Cosmo Wireless LLC for any loss, liability, claims or expense whatsoever arising out of or in connection with any unauthorized posting or transmission or further use.
 5. Cosmo Wireless LLC warrants that the Services will be provided in a professional and workmanlike manner. Customer must notify Cosmo Wireless LLC of any alleged breach of this warranty within (30) days after you become aware of such alleged breach. If a claim occurs under a guarantee and you notify us within the required period, Cosmo Wireless LLC will use reasonable efforts to repair, correct, restore interrupted or replace the Services. This is the only obligation of Cosmo Wireless and your only remedy for any breach of any warranty and guarantee.
 6. Cosmo Wireless LLC shall not be liable to you or to any other party for any consequential, indirect or speculative damages of any kind including, without limitation, loss or liability resulting from loss of data, loss or software or hardware, loss or liability resulting from access delays or access interruptions, loss or liability resulting from computer viruses, loss or liability resulting from data non-delivery or misdelivery, any other loss or liability resulting from the negligent acts and/or omissions of Cosmo Wireless LLC, loss and liability resulting from any errors, omissions, or misstatements in any and all information, goods, or services obtained on or through the service, and loss or liability resulting from acts of god. This limitation of liability applies even if Cosmo Wireless LLC is informed of the possibility of such damages.
- Cosmo Wireless LLC entire liability with respect to your use of the services, as well as any breach of this Agreement is solely limited to the amount you have paid to Cosmo Wireless LLC in connection with the Services provided herein. This applies under contract, tort, strict liability or other legal theories.
7. Customer shall defend, indemnify and hold Cosmo Wireless LLC harmless from any and all claims, liability, loss, expense and damages, including reasonable attorney's fees and court costs resulting or in connection with any claim, demand or suit of any kind arising out of Customer's acts, omissions, or misrepresentations, or from any defects or failure of any kind in any products or services provided by Customer or from any infringement by Customer of any copyright, trademark, service marks, trade name or similar proprietary rights. This obligation does not extend to liability resulting from the sole gross negligence of Cosmo Wireless LLC.
- In the event of a third party claim, to which Cosmo Wireless LLC is entitled to indemnification hereunder, Customer shall notify Cosmo Wireless LLC, in writing within ten (10) business days following receipt of such third party claim. The Customer's obligations hereunder shall not be waived or released in the event that the Customer fails to provide such written notice within such ten days. Cosmo Wireless LLC retains the right to assume the defense hereof, including the employment of counsel of its own choosing, reasonably acceptable to Customer and payment of all expenses in connection therewith. Customer shall reimburse Cosmo Wireless LLC for any reasonable out of pocket costs or expenses, incurred in providing information and assistance in connection with the defense of such claim, suit, action or proceeding.
8. Any notices or demands which under the term hereof or otherwise must or may be given or made by Cosmo Wireless LLC or Customer will be in writing and given by facsimile or similar communication or by certified mail or registered mail to the following addresses: If to Customer at the address that appears in Appendix A of this Agreement, and if to Cosmo Wireless LLC, at the following address: Cosmo Wireless LLC, P.O. Box 988, Caruthersville, MO 63830.
- Such notice or demand will be deemed to have been given when sent, if sent by facsimile or similar communication, or when deposited, postage prepaid, in the U.S. mail on a certified or registered basis. The above addresses may be changed at any time by giving thirty (30) days prior written notice as above provided.
9. This Agreement and any Appendix hereto will be governed by the laws of the State of Missouri.
 10. The Initial Term of the Agreement will commence on the effective date shown in Appendix A and will continue for the term therein and this will constitute the Initial Term. At the expiration of the Initial Term, the term of the Services shall automatically renew on an annual basis on the pricing, terms and conditions set forth herein, unless the terminating party delivers to the other party thirty (30) days' advance written notice of termination. During any automatic renewal period, Cosmo Wireless LLC may increase pricing for the Service upon sixty (60) days' written notice to Customer, provided that such increased pricing shall in no event be greater than the then-current Cosmo Wireless LLC published prices for the same Service under an annual or 1 year term agreement.
 11. Acceptance of this Agreement by Cosmo Wireless LLC, and the provision of Services under this Agreement, and any applicable Sales Orders, is conditioned on verification of the credit information provided therein, and/or acceptance of the pricing, terms and conditions of the Agreement by the Cosmo Wireless LLC. Cosmo Wireless LLC, will, at its discretion, check the credit history of the Customer prior to acceptance of any Sales Order. Cosmo Wireless LLC reserves the right to reject any Sales Order based on the results of the credit check or upon pricing review by the Cosmo Wireless LLC, or to impose additional terms and conditions, in accordance with its credit policies. Cosmo Wireless LLC may require an advance payment, progress payments, or other form of security as a condition of acceptance of any Sales Order.
 12. For all charges, lease payments and fees for services, including installation charges, if applicable, Cosmo Wireless LLC will send Customer an invoice. If any portion of payment is received after the due date, a monthly late charge may be assessed to Customer as liquidated damages. Customer agrees to receive and accept invoice via e-mail at the e-mail address indicated on Appendix A if Cosmo Wireless LLC so chooses to send monthly invoices via e-mail. Customer agrees to notify Cosmo Wireless LLC when Customer's e-mail address changes and provide such e-mail to Cosmo Wireless LLC.

Cosmo Wireless LLC may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, Customer agrees to reimburse Cosmo Wireless LLC for all expenses incurred to recover sums due, including attorneys fees and other legal expenses and including costs and expenses incurred upon appeal.

13. This Agreement together with any applicable appendices, shall be at all times subject to any changes or modifications by state regulatory commissions, Federal Communications Commissions, and other judicial and regulatory bodies having jurisdiction with respect to the same. In the event of a ruling, regulation or order issued by a judicial, legislative or regulatory body causes Cosmo Wireless LLC to believe that this Agreement may be in conflict with such rules, regulation or orders, the Customer shall either agree to modify this Agreement to conform to the terms of such rules, regulations or orders, or Cosmo Wireless LLC may terminate this Agreement without liability.

Customer may terminate any Services upon thirty (30) days' prior written notice to Cosmo Wireless LLC; provided, however, that Customer shall pay a cancellation charge. The Cancellation Charge shall be in a sum equal to any recurring charges(s), including monthly charges, for the remaining balance of the term of the Agreement.

Cosmo Wireless LLC may restrict or terminate Customer's Service(s) at any time if Cosmo Wireless LLC, in its sole discretion, determines that Customer is in violation of this Agreement. If Cosmo Wireless LLC determines that Customer is in violation of this Agreement, any restriction or termination of Service(s) will be effective upon providing Customer with 10 days written notice. Cosmo Wireless LLC will have no liability to Customer for any restriction or termination of Service(s) pursuant to such violation.

If Customer fails to pay any charges when due, including but not limited to Service charges, installation charges, lease payments or taxes, and such condition continues un-remedied for a period of (30) thirty days, Customer shall be in default and Cosmo Wireless LLC may terminate this Agreement. Upon such termination by Cosmo Wireless LLC, Customer shall be liable for any applicable charges, including a Cancellation Charge.

14. Customer agrees to comply with the rules, regulations and policies, including but not limited to, Cosmo Wireless LLC's Acceptable Use Policy, and all policies applicable to Cosmo Wireless LLC and all policies applicable to any network that is accessed through Cosmo Wireless LLC. Violation of any such rules, regulations and policies, or any attempt to break security or to access an account which does not belong to Customer, shall be considered a material breach of contract, and Cosmo Wireless LLC may terminate this Agreement without liability. Upon such termination by Cosmo Wireless LLC, Customer shall be liable for any applicable charges, including cancellation charges. Nothing contained in this Agreement may be construed to convey to Customer or to Cosmo Wireless LLC any interest, title, or license in the user ID, electronic mail address, or domain name used by Customer in connection with the Service.

Cosmo Wireless LLC reserves the right to suspend or terminate Service to the Customer, or suspend or terminate any user ID, electronic mail address, or domain name used by Customer in the event it is used in a manner which constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); is defamatory, fraudulent, obscene or deceptive; is intended to threaten, harass or intimidate; tends to damage the name or reputation of Cosmo Wireless LLC or interferes with other customers' use and enjoyment of the Services provided by Cosmo Wireless LLC.

Customer understands and agrees that any attempt to break security, or to access an account which does not belong to Customer, shall be considered a material breach of this Agreement, and such breach may result in suspension or termination of the Service. Customer further agrees to immediately notify Cosmo Wireless LLC of any unauthorized use of Customer's account and/or any breach, or attempted breach of security known to Customer.

15. Except as otherwise provided in this Agreement, Customer shall not assign its rights and delegate its duties hereunder without the prior written consent of Cosmo Wireless LLC.

16. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or un-enforceability shall not invalidate or render the entire Agreement unenforceable, but rather the entire Agreement shall be construed as if not containing that particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

17. Failure by either party to enforce strictly any of the provisions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver thereof or as excusing the other party from future performance. No provision of this Agreement and any appendices hereto shall be deemed waived, altered or modified by either party unless such waiver, alteration or modification is signed by the party against whom enforcement of the waiver or modification is sought. All rights and remedies provided herein are cumulative.

18. Cosmo Wireless LLC shall install the equipment necessary to provide the wireless internet service. The equipment provided will remain the property of Cosmo Wireless LLC and not the Customer. The equipment installed at customer's location may be covered under a manufactures warranty or maintenance agreement. Customer agrees not to work on Cosmo's equipment, open Cosmo's equipment, remove or break seal on Cosmo's equipment. If customer does work on Cosmo's equipment, open Cosmo's equipment, remove or break seal on Cosmo's equipment, the manufactures warranty will become void and customer shall be liable to Cosmo for all damages, or losses resulting from such actions and customer agrees to reimburse or pay Cosmo's for the current replacement cost of such equipment.

Customer will be responsible for any damage or loss of Cosmo's equipment installed at Customer's location from fire, flood, theft, lighting, wind, storm, earthquake or any other kind. If such equipment is damaged or unusable customer agrees to reimburse or pay Cosmo's to repair or replace such equipment. Customer may insure equipment if they so desire. If the customer's wireless service is terminated or discontinued for any reason or becomes past due on any balances due to Cosmo Wireless LLC, the customer shall agree to allow Cosmo Wireless LLC to remove the equipment at any time after such occurrence.

Any additional equipment needed for installation shall remain customers' responsibility. Customer will need to have a network interface card in each personal computer that will be connected to the wireless internet service. Customers with more than one personal computer will require a hub, switch, router or other network device not provided by Cosmo Wireless LLC. Configuration of wireless equipment provided by Cosmo Wireless LLC for the wireless service does not include configuration of any equipment owned by customer.

Cosmo Wireless LLC strongly recommends the customer use of a router/firewall and virus detection software on all computers connected to the wireless internet service. The router/firewall and virus detection software is the responsibility of the customer and not Cosmo Wireless LLC.

19. Cosmo Wireless LLC will be responsible for installing equipment at location agreed by Customer and Cosmo Wireless LLC. Such location may be on a tower, roof, gable, building or any other structure owned, leased or operated by customer. Customer agrees to give Cosmo Wireless LLC access and utilization of such location so Cosmo can maintain, maintenance, upgrade, remove or install equipment as needed to provide the internet service during the term of this agreement. Cosmo Wireless LLC will not hold customer liable for any injuries incurred from working at such location while maintaining, upgrading, removing or installing such equipment.

20. Cosmo Wireless LLC agrees to provide Customer with the number of e-mail accounts indicated in appendix A. Such e-mail accounts will be provided using Cosmo Wireless LLC current domain name (example: customername@cosmowireless.net), which may change from time to time. Cosmo Wireless LLC may restrict or limit the size of Customer's e-mail account if Cosmo Wireless LLC determines e-mail account is too large to maintain or unfeasible to maintain. Any limit maybe based on disked space utilized or number of e-mails received.

21. The terms and conditions contained herein and in any other applicable appendices attached hereto constitute the entire agreement between Cosmo Wireless LLC and Customer which may not be modified except by a written instrument signed by their authorized representatives. The provisions hereof supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter hereof. No rights arising hereunder will inure to the benefit of any third party other than a permitted assignee.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by authorized represent of the parties hereto, in duplicate, as of the dates set forth on Appendix A / Sales Order of this agreement:



Cosmo Wireless LLC
P.O. Box 988
Caruthersville, MO 63830

www.cosmowireless.net
 E-mail: management@cosmowireless.net
 Phone: 573.359.4034 Fax: 866.513.6869

Internet Service Agreement
Appendix A - Sales Order

<i>Customer Information</i>			
Customer Name: _____			
Address: _____			
Address: _____			
City: _____		State: _____	Zip: _____
Contact Name: _____		SSN or EIN: _____	
Telephone # _____			
Mobile # _____			
Web Site Address: _____			
E-mail address for billing: _____			
<i>Billing Cycle</i>			
Monthly	Quarterly	Semi-Annually	Annually
<i>Term of this Agreement</i>			
Month to Month	1 Year	2 Years	3 Years
<i>Internet Service Plan</i>			
Consumer Accounts		Commercial Accounts	
Description	Monthly Fee	Description	Monthly Fee
Internet Access		Internet Access	
Additional e-mail accounts:		Additional e-mail accounts:	
		Website Hosting	
		E-mail Hosting	
		Dedicated IP Address	
Number of computer or clients allowed on network:		Number of computers or clients allowed on network:	
<i>One Time Installation Fee</i>			
Invoice installation fee			
Installation fee to be paid at time of install			
<i>Other Equipment</i>			
Qty	Description		Price
<i>Cosmo Wireless LLC Use Only</i>			
Serial # of Unit:		Setup QB	
TCPIP Address of SM:		Setup Memo Transaction	
Tower:		Setup Whatsup	
Comments:			
<i>Authorization</i>			

This Appendix is apart of and subject to the Cosmo Internet Service Agreement, Between Cosmo Wireless LLC and the customer identified herein. This Appendix for Internet Service is effective from the date indicated below as the effective date and shall remain in full force and effect for the term indicated below as the term. By signing the Internet Service Agreement the customer agrees to all the terms, conditions and charges as describe in this Appendix and the Internet Service Agreement.

Customer Signature: _____ Date: _____

Cosmo Wireless LLC _____ Date: _____