

2004-12

Customer Agreement

103 Courageous Dr. * League City, TX 77573 * Tel: 281-538-2101 * Fax: 281-538-2155



Company Name: City of Shoreacres

Date: 4/1/04

Address: 601 Shoreacres Blvd

Suite: _____

City: Shoreacres

State: TX

Zip: 77571

Contact Person: Nancy Edmunson

Phone: (281) 471-2244

E-mail: mayor@cityofshoreacres.us

Fax: _____

Billing Address: 601 Shoreacres Blvd

Mobile: _____

Shoreacres, TX 77571

e-RF Contact: Jack Christiana

Wireless Broadband Service Selection

Please check one:

	Speed Up/Down	Installation*	Monthly Fee	Term
<input checked="" type="checkbox"/> SOHO (3 e-mail accounts)	768K/768K	\$100.00	\$39.99	1 yr
<input type="checkbox"/> Business Service (5 e-mail accts)	1Mb/1Mb	\$100.00	\$99.99	1 yr
<input type="checkbox"/> Business Service Plus (10 e-mail accts)	1.5Mb/1.5Mb	\$100.00	\$129.99	1 yr

*Installation prices are subject to custom installation fees for buildings over three stories.

Additional Charges (if applicable):

- e-RF provided Broadband Router \$100.00
- Additional E-mail accounts (10) \$10.00
- Registered IP Addresses** (must justify below) \$20.00 (each block of 4)

Justification: _____

For DNS provide - Name: _____

IP Address: _____

* If more IP addresses are needed complete a North American IP Registry (ARIN) Justification Form. ** One public IP address supplied with standard service

ACCOUNT FEATURES : "Always on" connection * Primary & Secondary DNS * Connection monitored by Network Operation Center * Unregistered IP Address Class C - IP pool behind Firewall * 24 hours, 7 days/week Technical Support * Unlimited number of computers can attach (via customer-provided hub) to one junction box (will affect performance)

Special Considerations/Requests: Request BEACON to host Mail Server - additional \$5.00/month: 17 additional e-mail addresses - \$5.00/month

Set-up fee and the monthly fee for the first month of service is due upon activation of service. All billings will be in advance on the 1st of each month, with the first month being pro-rated. Service not available in all areas and some restrictions apply. Minimum connection speed or "sync-rate" is guaranteed between customer location and serving point of presence. Actual data transfer or throughput may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads, and other factors that cannot be controlled by BEACON and/or Eagle-RF. Eagle-RF owns the equipment up to and including the junction box. The attached "Terms and Conditions" are an integral part of this agreement.

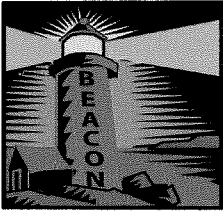
SERVICE GUARANTEE: If your connection experiences interruption due to circumstances within the confines of the BEACON network and we cannot resolve the issue within four hours after you report the condition, we will issue a credit for the day of service interruption to your account. Excluded are problems due to the uplink providers or wireline local loops, which are the responsibility of your local exchange carrier. However, we will work for a prompt resolution. This agreement is subject to the attached Terms and Conditions.

Signature: Nancy R. Edmunson

Date: 4/1/04

Printed Name: Nancy R. Edmunson

Title: Mayor



Terms and Conditions



BEACON/Eagle-RF WIRELESS BROADBAND SERVICE

The customer is bound to these Terms and Conditions upon activation of the Wireless Broadband Service Customer Agreement.

Use: The BEACON network may only be used for lawful purposes. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to: copyrighted material, material which is threatening or obscene, or material protected by trade secret. Customer agrees to indemnify BEACON and Eagle-RF (ERF) and to hold them harmless from any claims arising from the use of the Wireless Broadband Service by Customer, or its affiliates, which damage another party or which violate the law. Use of this account is strictly for the customer and is not for resale. The customer agrees to all licensing provisions for any installation software provided by BEACON or ERF and is permitted to load such software on one computer system and an alternate computer system for customer's use only. Use of this account to violate the security of any computer network, password or other security code cracking, transfer or store illegal material or engage in any illegal activity is prohibited. Any access to other networks connected to the BEACON network must comply with the rules of the other networks. The customer assumes all responsibilities for insuring legal use of its computer systems. BEACON/ERF may cancel a customer account at any time, without cause.

In the event of the issuance of registered IP addresses to Customer, it is understood that for address blocks greater than eight in number that are issued at any one time, the issuance will occur in up to 64-address blocks, pending 50% justification requirements are satisfied as specified by ARIN. Upon sweep verification of 80% usage of the cumulative amount of IP addresses issued to a Customer, additional IP addresses will be issued upon such verification. Unused IP addresses may be reclaimed by BEACON according to ARIN regulations, as determined by sweep verification.

It is also understood that any registered IP addresses issued to Customer belong to BEACON and Customer is being charged a monthly service fee for the routing of those IP addresses on the Customer's behalf.

Billing: The customer is responsible for all amounts billed to the account registered in accordance with the terms of the executed Wireless Broadband Service Customer Agreement. Invoiced customers are required to pay in advance of the service term provided. The set-up fees and first service period payment will be billed upon activation of Wireless Broadband Service by ERF. Customer will be billed monthly prior to the beginning of each service period. Payment is due on the first day of the service period. The start-up fee is non-refundable. Any returned check or late payment will result in a late fee, in addition to a returned check fee (if applicable), based on the current price schedule, with termination of Tailored Broadband Service eminent for non-payment of the customer account. Customers will be assigned a Wireless Broadband Service email account, which will be used for all notifications, invoices, correspondence, and communications from BEACON and ERF.

Customer Responsibilities: The customer is responsible for providing all software necessary for use of the account except for those items purchased from ERF. Customer shall undertake any and all expense necessary to prepare their computer for use with the Wireless Broadband Service and shall be responsible for all costs associated with the operation and maintenance of their computer equipment and software. Current laws of the United States and the State of Texas shall apply to this agreement.

Customer shall not do any of the following or permit any user of their account to do any of the following:

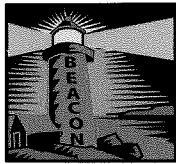
- 1) Post or transmit any unlawful, illegal, obscene, or pornographic information of any kind, including, and without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law, including, without limitation, the U.S. export control laws and regulations
- 2) Post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component(s)
- 3) Upload, post, publish, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software, or other material obtained through the Internet which is protected by copyright or other proprietary rights of derivative works, without obtaining permission of the copyright owner or agent.
- 4) Use the Internet in violation or contravention of the Telecommunications Act of 1996 or any other applicable law, regulation, order, or other government directive, or abuse or fraudulently use the Internet in any way not specifically set forth in this agreement.
- 5) Restrict or inhibit any other user from using Tailored Broadband Service and/or the Internet

Pricing and Terms: Pricing and other fees are fixed during the term of this Customer Agreement. This Customer Agreement automatically renews for a term of one year unless notified by Customer in writing 30 days prior to the end of the current Customer Agreement. Renewal rates are based on the current BEACON Price List at the time of renewal.

Installation: Standard installation and setup charges, as listed on the Wireless Broadband Service Agreement, assume that line-of-site from a BEACON wireless access point to the Customer roof top currently exists. Additional equipment may be necessary to establish the service, resulting in additional installation charges to the Customer. The Customer may cancel the service order with no penalty due to the additional installation charges.

Transfer of Account: This account is non-transferable and cannot be used by a third party. The account can be used only by the registered account holder and their family members or employees, as applicable. The Customer cannot transfer use of this account to any other user.

Hold Harmless: The Customer agrees to hold BEACON and ERF harmless from any losses or damage that may occur from use of this account. The Customer understands that the Internet contains material, which may be offensive to some people and accesses such material at their own risk.



Customer Service Order

103 Courageous Dr • League City • TX • 281-538-2101



CUSTOMER INFORMATION & SPECIFICATIONS

Date: 2/10/04

Sales Person: Jack Christiana

Type of Service: SOHO 768K Term: 1 Year

Customer: City of Shoreacres

Address: 601 Shoreacres Blvd

Suite: _____

City: Shoreacres

State: TX Zip 77571

Site Contact: Nancy Edmunson

Phone: (281) 471-2244

E-mail: mayor@cityofshoreacres.us

Fax: _____

WAP: _____

Mobile: _____

Billing Address: 601 Shoreacres Blvd

Suite _____

City: Shoreacres

State TX Zip 77571

Billing Contact Sheri Tait

Building Management Contact _____

Phone _____

E-mail _____

Fax _____

BEACON service already in this building? Yes No Existing Customer Name: _____

Access to the rooftop accomplished: Yes No

Does the customer understand that they are required to have a router between their network/computer and the BEACON D-Marc? Yes No

Who will provide the router? ERF Customer ****Router provided by BEACON****

If customer is providing the router, do we need to configure it? Yes No

D-Marc
Does the customer understand that they are responsible for running the connecting Cat 5 wire from their local area network or computer to the BEACON/ERF D-Marc? Yes No

(Reminder: There is a distance limitation of 300 ft from the D-marc to the Customer's location)

Registered IPs **Greater than 4 Registered IPs requires ARIN Justification Form**

Registered IPs needed (Justify below) _____

Justification: _____

DNS Entries

DNS entries needed _____

IP Address: _____

Name: _____

E-mail Accounts @beaconnetwork.org

User Name
<u>mayor@cityofshoreacres.us</u>
<u>buildinginspector@</u>
<u>chief@cityofshoreacres.us</u>
<u>citysecretary@cityofshoreacres.us</u>
<u>courtclerk@cityofshoreacres.us</u>

User Name
<u>officers@cityofshoreacres.us</u>
<u>sergeant@cityofshoreacres.us</u>
<u>utilityclerk@cityofshoreacres.us</u>
<u>tait@cityofshoreacres.us</u>

Limited Warranty: No warranty is made by BEACON or ERF regarding bandwidth, service availability or any information, services or products provided through the Internet (other than that made in the Service Guarantee in the Wireless Broadband Service Customer Agreement). Any liability of BEACON or ERF is limited to the current month's service payment. BEACON, ERF and their affiliates, along with any parties from whom BEACON or ERF obtains network services, exercises no control whatsoever over the content of the information passing through the BEACON network. BEACON and ERF make no warranties of any kind, whether express or implied, for the content of the information passing through its network. Use of any information obtained via the BEACON network is at Customer's own risk or the risk of Customer's affiliates and their customers. BEACON and ERF specifically deny any responsibility for the accuracy or quality of information obtained through its network. Refer to the Service Level Agreement (SLA) for additional information regarding to the network and service performance levels.

Arbitration: Any controversy or claim arising out of or relating to this contract, other than the referral of an overdue Customer account for collection procedures due to non-payment, or the breach thereof, shall be settled by arbitration in accordance with the Uniform Rules for Better Business Bureau Arbitration, and the judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

Cancellation: For BEACON/ERF provisioned services, a fee of 50% of the remaining contract obligation amount applies for cancellation anytime prior to the fulfillment of the contract term. A 30-day written cancellation notice is required prior to end of the contract period. If a written cancellation notice is not received within 30 days of the end of the current contract, the contract will automatically renew for an additional year with the 50% contact obligation applicable to this additional year. The cancellation fee will be waived if the cancellation is the result of the customer re-locating facilities to a new location outside of the current BEACON network coverage area.

Customer may cancel the services of BEACON for any reason during the first 30 days of service, forfeiting only the installation charges.

Installation Verification

Your signature below indicates that e-RF installed internet broadband service for your company.

Printed Name: Nancy R. Edmanson Signature: Nancy R. Edmanson Date: 4/14/04

Additional Notes:

ORDER PRE-QUALIFICATION

GPS Coord.

 DST _____ Heading _____

Possibly No Clear Line of Site based on Delorme 3-D TopoQuads? Yes
Reason _____

SITE SURVEY SPECIFICATIONS

Clear Line of Site Yes No

Obstruction Type Trees Other City of La Porte water tower

Obstruction Height 60-70 ft

Is there any other Wireless equipment on the Roof? No

If so, at what frequency does such equipment operate? _____

Is Customer or Building Manager concerned about visibility of antenna? No

Approximate height of building to receive service. 25 ft.

Where is Antenna Mount Location?

Mount Antenna on:
(Type of mount)

<input type="checkbox"/> Wall	<input type="checkbox"/> Pole _____ ft.
<input type="checkbox"/> Non-Penetrating	<input checked="" type="checkbox"/> Tower <u>70</u> ft.
<input type="checkbox"/> Mount Exists	<u>added 10ft mast to top of tower</u>
<input type="checkbox"/> Other	_____

Type of Roof: Sloped

Roof Material: Shingle

Distance from Antenna to BEACON/ERF junction box for CAT5? 70 ft.

Destination of CAT5 entry into building from roof? _____

Junction box mount location? closet

Is AC power available without an extension cord? Yes

If extension cord is needed for AC power, how long? _____ ft.

Is an Electrician needed to run AC power? No

Does this site have (UPS) Uninterruptible Power Supply? No

If yes, can the BEACON/ERF equipment be protected by this service? No

Non-Standard Install--Specifications and Additional Costs & Time Requirements

Notes: Install 70ft tower (paid by City of Shoreacres). Relay signal from Houston Yacht Club.

This Section Optional, as deemed necessary.

Diagram of Customer Site Rooftop or Tower showing SU and/or other equipment to be positioned on the roof (include cable routing): SEE ATTACHED VISIO DIAGRAM

Notes: _____

Diagram of Customer Equipment Room showing location of BEACON/ERF equipment: (include cable routing, electrical outlets and UPS, if applicable) SEE ATTACHED VISIO DIAGRAM

Notes: _____

Be sure to include Digital pictures of:

- View from customer SU point to Cell Site
 - Building access point for Cat 5
 - Rooftop or equivalent with mounting location
 - Demark location and mounting point and Cat5 access into room
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