



MYAKKA COMMUNICATIONS, INC

Agreement for Dedicated Internet Access

This DEDICATED ACCESS AGREEMENT (the "agreement") is entered into this _____ between MYAKKA COMMUNICATIONS, INC. (Company) and _____ at _____ (Client).

1. Definitions. "Company" shall mean Myakka Communications, Inc. located at 10105 284th St , Myakka City, FL. 34251 "Client" refers to an individual, corporation or legal entity who incurs usage charges for the Company services, for its own use or who incurs such charges on behalf of a third party user.
2. Company shall provide Client dedicated connection(s) to the Internet from Company's closest Point Presence (POP). Client shall pay Company the sum of _____ per month for Internet and _____ for phone service during the term hereof, plus a one time setup fee of _____ which shall be due upon Client execution hereof. County, state and federal taxes and fees, including a \$5.00 equipment rental fee will be applied to the above charges. ____ (initial)
3. This agreement shall commence on the date the Connection is activated (the "Activation Date") for a term ending on twelve months after the Activation Date.
4. Client agrees to a 12-month service commitment, which will be paid by charging Client's valid credit card on file at The Company, on or about the first day of each service month. If Client terminates this Agreement anytime after implementation, but before expiration, Client will pay a lump sum equal to the charges of the remainder of the term of this Agreement. This sum will be immediately charged to the Client's credit card. ____ (initial)
5. All equipment supplied by Company, including but not limited to, the ONT converter box, battery back-up and all adapters are the properties of Company, and, at Company's option, Client will allow Company employees to remove the hardware from its building and will provide clear, unencumbered access to the premises to facilitate its removal.

6. It is Client's responsibility to call Company 48 hours prior to digging anywhere around the cable. Client fully understands that the fiber cable buried underground in Client's yard is expensive to repair and, as such, will be responsible for any cost to repair damage done to cable by Client.

____ (initial)

7. **Pricing plans:**

8. Internet: Standard ____ Entertainment ____ Supreme ____ Extreme ____

9. Phone service: Residential ____ Business ____ None ____

10. Client can check current usage by going to: <http://usage.myakka.com>.

11. **Limitation of Liability.** THE COMPANY SHALL NOT BE LIABLE FOR INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT OR SERVICES NOT PROVIDED BY COMPANY, FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTION NOT WITHIN THE COMPLETE CONTROL OF COMPANY, NOR SHALL COMPANY BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY CLIENT OR ITS USERS' EQUIPMENT. CLIENT AND USER HEREBY RELEASE COMPANY FROM LIABILITY ARISING FROM ANY CONTENT ACCESSED VIA THE SERVICE. COMPANY'S PERFORMANCE UNDER THIS AGREEMENT SHALL BE EXCUSED IN CASE OF LABOR DIFFICULTIES, GOVERNMENTAL ORDERS, CIVIL COMMOTIONS, ACTS OF GOD, OR OTHER CONDITIONS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. COMPANY SHALL NOT BE LIABLE IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF SUBSCRIBER'S OR IT'S USERS' EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, ETC. THE LIABILITY OF COMPANY FOR ACTUAL PROVEN DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF OR DISRUPTION OF SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAYABLE BY CLIENT UNDER THIS AGREEMENT FOR THE SERVICE DURING THE PERIOD SUCH DAMAGES OCCUR. COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICE, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY AND ANY OTHER WARRANTY IMPLIED BY LAW.

12. Client shall insure that its users shall comply with the terms and conditions of this agreement and those set out in the Acceptable Use Policy on Company's website.

13. Company reserves the right to, from time to time, monitor Client's activity. Upon the occurrence of a default by Client of any provision hereunder, Company reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Client there under.

14. Client shall indemnify Company, its affiliates, officers, directors, licensees, and licensers from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from Client breach of any provision of this Agreement.
15. *This Agreement is deemed to be entered into the State of Florida and the parties agree that any dispute arising under this Agreement shall have its venue in Manatee County, Florida and any such dispute shall be governed by and constructed in accordance with the laws of the State of Florida excluding its laws relating to conflicts of laws. The parties to this Agreement shall try to come to a settlement of any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or validity thereof. If the parties fail to settle any such matter, such matter shall be finally settled in accordance with the Commercial Rules of Arbitration of the American Arbitration Association in effect at the time, and judgment upon the award rendered may be entered in any court of competent jurisdiction. The award of the arbitrator(s) may include compensatory damages against either party but under no circumstances may the arbitrator(s) award punitive or multiple damages against either party. Arbitration proceedings shall be conducted in Bradenton, Florida. The parties agree not to institute any litigation or proceedings against the other in connection with this Agreement except as provided in this Article. In no event shall an arbitration award include any award of punitive damage and the parties hereby waive the right to recover punitive damages. All reasonable fees incurred by the prevailing party shall be paid by the aggrieved party.*
16. **ALL DISCUSSIONS AND DOCUMENTS PREPARED PURSUANT TO ANY ATTEMPT TO RESOLVE A DISPUTE UNDER THIS PROVISION ARE CONFIDENTIAL AND FOR SETTLEMENT PURPOSES ONLY AND SHALL NOT BE ADMITTED IN ANY COURT OR OTHER FORUM AS AN ADMISSION OR OTHERWISE AGAINST A PARTY FOR ANY PURPOSE INCLUDING THE APPLICABILITY OF FEDERAL AND STATE COURT RULES.**
17. The parties agree to toll any applicable statutes of limitations during the pendency of any of the above dispute resolution proceedings. Nothing in the Paragraph will prevent any party from seeking injunctive relief in a judicial proceeding if interim relief from a court is necessary to preserve the status quo pending resolution or to prevent serious and irreparable injury to the party or others. The parties shall continue to perform all obligations under this Agreement pending the above-described dispute resolution proceedings, subject to full reservation of rights at law or under this Agreement.
18. Company, may assign this Agreement without Client's prior consent and all of Company's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
19. Modification of Terms and Conditions. Company may modify the terms and conditions of this Agreement upon written notice published on its website with the change notice emailed to the

Client's email address on file at Company. Client's continued use of service after thirty (30) days of such notice shall constitute Client's acceptance of the modification of this Agreement implied and in fact. If the change in terms and conditions makes further use of the service unacceptable to Client then Client may request, in writing, the termination of this Agreement within thirty (30) days of the notice. If Company does not rescind the changes for Client within ten (10) days of receiving the notice from Client requesting termination, the early termination fees stipulated in the paragraph 4 shall be waived. In this case the original terms and conditions shall apply for the period of use until termination.

20. If any one of the paragraphs in the Agreement is found to be unenforceable or invalid, Client and Company's agreement on all other paragraphs is not affected.
21. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and superseded any other prior or simultaneous agreement related to such matters.
22. If I am the owner of a private road leading to my house, I grant, in perpetuity, Myakka Communications a utility easement along that road, property line, and or a straight line from my road to my property line, to use as it sees fit to install and service the fiber necessary to serve my house as well as other houses on lots adjoining my property.
23. Company may, at its option, charge a late fee of up to \$25 for invalid credit card information not corrected within 7 days of EACH notification by Company, or Quarterly payments that are not received by the 15th day of the then current quarter.