



1-888-960-LINK
Lansing Center Internet
Service Agreement Form



1. Event Details

Event Name: _____ Date(s): _____
 Company Name: _____ Booth: _____
 Coordinator Name: _____ Phone: _____
 Coordinator Email: _____
 Address: _____
 City: _____ State: _____ Zip: _____

2. Wireless Accounts

Each computer attached to the service requires a "Wi-Fi" wireless network card to connect.

256K/128K _____ accounts X _____ days X \$50.00 = \$ _____
 1.5MB/256K _____ accounts X _____ days X \$100.00 = \$ _____

3. Day of Event, On-Site Contact (Phone number below should be reachable at the show.)

Contact: _____ Phone: _____
 Email: _____

4. Credit Card Authorization

Credit Card Number: _____ Card Type (Please Circle One)
 Name printed on card: _____ Visa – MC – Discover – Amex
 Expiration Date: _____
 * Orders will not be processed without a valid credit card *

A limited number of wireless devices are available at the Lansing Center. There is a \$125 refundable deposit required to rent the unit. Units are first come, first serve. Please contact the Lansing Center to reserve one.

Please contact customersupport@arialink.com in advance for routable IP service. Extra charges may be incurred.

Signature of subscriber: _____ Date: _____

Arialink Office Use Only

Order taker:	Date:	Sales: Intranet	Excel	Billing:	Install:
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Subscriber Terms and Conditions

This Subscriber Terms and Conditions Agreement ("Agreement") is made by and between Arialink, LLC ("Arialink") and the entity (or individual(s)) ("Subscriber") specified on Section 1 of this form ("Service Agreement Form").

INSTALLATION AND USE OF THE SERVICE AND/OR THE EQUIPMENT (as defined herein) BY SUBSCRIBER CONSTITUTES IMPLIED CONSENT AND ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

1. **Definitions.** The term "Service" refers to the high-speed Internet access and other networking services included in Subscriber's Service Plan. The term "Service Plan" refers to the length of term, Internet access speed, other networking services and monthly pricing associated with the level of service selected by Subscriber and specified on the Service Agreement Form. The term "Equipment" refers to the equipment to be leased by Arialink or its designated agent(s) in conjunction with the Service, as specified on the Service Agreement Form. The term "Premises" refers to location specified on the Service Agreement Form where the Equipment is to be installed.

2. **The Service. Term; Early Cancellation Fee.** This Agreement shall become effective on the date the Service Agreement Form is executed by both Subscriber and Arialink, and shall remain in effect for the term indicated in Section (2) of the Service Agreement Form ("Initial Term"). This Agreement shall automatically renew for additional term following the Initial Term ("Renewal Term"), unless Subscriber provides written notice of Subscriber's intent to terminate this Agreement at the end of the Initial Term or any Renewal Term at least thirty (30) days prior to the conclusion of the Initial Term or Renewal Term, as applicable ("Termination Notice"). Unless otherwise agreed in writing by Subscriber and Arialink, the terms and conditions of the Agreement and the Service Agreement Form shall continue to apply during each Renewal Term. Subscriber hereby agrees to purchase the Service under the terms of this Agreement for the entire Initial Term or any Renewal Term, and, therefore, should Subscriber cancel or terminate or be deemed to have cancelled or terminated this Agreement for any reason other than as provided in Section 7 of this Agreement ("Early Cancellation"), Subscriber agrees to pay to Arialink, in addition to all amount due prior to the date of such cancellation or termination, an early cancellation fee equal to \$175, plus Arialink's actual costs incurred in removing the Equipment from the Premises ("Early Cancellation Fee"). Subscriber and Arialink agree that the Early Cancellation Fee is a reasonable approximation of the actual damages which would be incurred by Arialink in the event of an Early Cancellation and shall serve as liquidated damages for an Early Cancellation by Subscriber.

3. **Pricing.** The pricing for the Service is based upon the Service Plan and is specified on the Service Agreement Form.

4. **Availability / Interruption.** The Service should be available for use 99% of the time as measured on an annual basis. Interruptions resulting from Internet traffic, Customer hardware or software, or individual websites or services outside of the control of Arialink are not guaranteed and are not counted in the availability percentage provided herein. There shall be no credits, reductions, or setoff against the charges for the Service for interruptions of the Service unless the Service interruption exceeds twenty-four (24) hours in duration. Arialink shall provide Subscriber with a credit equal to 1/30 of the recurring monthly charges for the Service for each twenty-four (24) hour period of continuous interruption, from the time of notice of interruption until the Service is restored. A credit allowance will not be given for mistakes, omissions, interruptions, delays, errors, defects or curtailments in the Service caused by the negligence or willful act of Subscriber or its Users (as defined herein).

2. **Changes To This Agreement.** Arialink may modify or amend the terms and conditions of this Agreement ("Modification"), including the Service Plan, upon advance notice to Subscriber ("Modification Notice"). If Subscriber does not agree with the Modification, Subscriber may elect to terminate this Agreement by giving Arialink notice within twenty (20) days of the date of the Modification Notice and Subscriber will not be charged an Early Cancellation Fee. Subscriber shall, however, be responsible for full payment at the standard charges for the Service Plan through the date of termination or last day of use whichever is later.

3. **Deposit.** Arialink reserves the right to collect from Subscriber a deposit, in an amount not to exceed the total of 3 months recurring fees ("Deposit"), as security for the performance of all of Subscriber's obligations under this Agreement, including, but not limited to, return of the Equipment in good condition as required hereunder. If Subscriber does not comply with all the terms of this Agreement, Arialink may, without limitation to any other rights or remedies it may have, use the Deposit to pay any sum payable by Subscriber, and to reimburse Arialink for damages and costs arising by Subscriber's default. Arialink may notify Subscriber of its request for a Deposit, at any time during the Initial Term or any Renewal Term of this Agreement, provided that such notice shall be made in writing and shall request payment of the Deposit within thirty (30) days thereafter.

7. **Termination.** A.) **Default by Subscriber.** In the event of a default or violation of any of the terms and conditions set forth in this Agreement (a "Default") by the Subscriber, Arialink may, in its sole discretion, elect to (i) temporarily discontinue the Service provided to the Subscriber, until such Default is cured by Subscriber, or (ii) terminate this Agreement, which termination shall be considered an Early Termination. It is acknowledged and agreed that Subscriber, in addition to any amount then due Arialink under this Agreement and any applicable Early Termination Fee, shall be fully responsible to pay to Arialink any and all attorney' fees and other expenses incurred by Arialink with regards to this Agreement or the collection of amounts due hereunder. In the event of any dispute hereunder, Arialink and the Subscriber agree that the venue for such dispute shall be Ingham County, Michigan and that the terms and conditions of this Agreement shall be interpreted under the laws of the State of Michigan.

B.) **Default by Arialink.** In the event of a Default by Arialink, which Default shall remain uncured for a period of twenty (20) days following written notice to Arialink of such Default from Subscriber, Subscriber may elect to terminate this Agreement effective as of the end of said twenty (20) day cure period. Any damages alleged by Subscriber as a result of a Default by Arialink shall be limited as provided in this Agreement.

C.) **Special Termination Rights.** Notwithstanding anything contained herein to the contrary:

Subscriber may elect an Early Cancellation of this Agreement, without cause, prior to the expiration of the Initial Term or any Renewal Term, by providing Arialink at least thirty (30) days advance written notice of such election ("Early Cancellation Notice") and by the payment of the applicable Early Cancellation Fee. This Agreement shall be deemed terminated upon the later of (i) the termination date specified in the Early Cancellation Notice or (ii) the date the Early Cancellation Fee is fully credited to an Arialink account.

Arialink reserves the right to terminate this Agreement, without cause, at any time during the Initial Term or any Renewal Term, by providing Subscriber at least ten (10) days advance written notice of such termination ("Termination Notice"). This Agreement shall be deemed terminated as of the date specified in the Termination Notice, provided that Subscriber shall be fully responsible for the payment of all amounts due Arialink under this Agreement up to and including the date of termination.

4. **Billing.** During the Initial Term and any Renewal Term, Subscriber will be billed on a monthly basis, in advance, for the Service as provided by the Service Plan. Subscriber agrees to make all payments timely and accurately. If Subscriber purchases any optional products or services after the execution date of this Agreement, charges for these items will be billed at the time of the next monthly invoicing, and billed in advance for the following month. Automatic credit card payments will be invoiced in the same manner and paid automatically with the card number indicated on the Service Agreement on the 1st day of each month. All unpaid balances older than thirty (30) days date will be subject to a 1.5% monthly finance charge and will be considered delinquent. Arialink reserves the right to terminate or interrupt service to all delinquent accounts without prior notice to Subscriber. Subscriber will still be responsible for full performance and payment of monthly fees under this term agreement even if service is interrupted or disconnected. A charge of \$29.00 will be applied for all returned checks or declined credit cards. Subscriber is solely responsible to provide notice to Arialink of any changes to the billing information, such as but not limited to, credit card number, mailing address, facsimile numbers or email addresses. All billing disputes must be received by Arialink at its business office, in writing, within thirty (30) days of the date of the subject invoice, or the same shall be deemed fully waived.

LIMITATIONS; INDEMNIFICATION; NO WARRANTIES

LIMITATION OF LIABILITY. ARIALINK SHALL NOT BE LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER, FOR INFORMATION PROVIDED THROUGH THE SERVICE, COMPUTER, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND ARIALINK'S REASONABLE CONTROL. ARIALINK'S LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD OF INTERRUPTION. ARIALINK SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. ARIALINK SHALL NOT BE LIABLE FOR (i) INJURIES TO PERSONS OR PROPERTY ARISING FROM THE USE OF THE SERVICE, THE EQUIPMENT USED IN CONNECTION WITH THE SERVICE UNLESS CAUSED BY ARIALINK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (ii) THE INSTALLATION OR REPAIR OF THE EQUIPMENT BY ANY PARTIES WHO ARE NOT ARIALINK'S EMPLOYEES. ARIALINK SHALL NOT BE LIABLE FOR ANY ACT ASSOCIATED WITH THE PROPER EXERCISE OR RIGHT UNDER THE PRIVACY AND/OR UNAUTHORIZED USAGE PROVISIONS OF THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THIS AGREEMENT.

INDEMNIFICATION. SUBSCRIBER AGREES TO DEFEND, INDEMNIFY, AND HOLD ARIALINK, AND ITS AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR SUBSCRIBER'S YOUR PROMISES OR STATEMENTS MADE IN THIS AGREEMENT AND/OR USE OF THE SERVICE, UNLESS DUE TO ARIALINK'S SOLE NEGLIGENCE. SUBSCRIBER ALSO AGREES TO PAY ARIALINK'S REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH ANY APPEAL. THIS PARAGRAPH SHALL SURVIVE THIS AGREEMENT.

Initial: _____ Date: _____



Subscriber Terms and Conditions

NO WARRANTIES. ARIALINK MAKES NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE EQUIPMENT AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ARIALINK DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON ARIALINK'S BEHALF AND SUBSCRIBER SHOULD NOT RELY ON ANY SUCH STATEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

SUBSCRIBER EQUIPMENT. ARIALINK IS NOT RESPONSIBLE FOR ANY DAMAGES SUBSCRIBER MAY SUFFER FROM THE USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, SERVICES INTERRUPTIONS AND DELAYS, OR THIRD PARTY LITIGATION. SUBSCRIBER SHALL ENSURE THAT ALL SUBSCRIBER SUPPLIED EQUIPMENT ("SUBSCRIBER EQUIPMENT") IS TECHNICALLY AND OPERATIONALLY COMPATIBLE WITH THE SERVICE AND IN COMPLIANCE WITH APPLICABLE FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS, PRIOR TO ARIALINK INSTALLATION. THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR AND REMOVAL OF THE EQUIPMENT MAY RESULT IN SERVICE OUTAGES OR POTENTIAL DAMAGE TO SUBSCRIBER'S COMPUTER. SUBSCRIBER THEREFORE AGREES TO BACK-UP ALL EXISTING COMPUTER FILES BY COPYING THEM TO ANOTHER STORAGE MEDIUM PRIOR TO INSTALLATION OF THE EQUIPMENT. SUBSCRIBER WILL FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS ARIALINK, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS AND AGENTS, FOR ALL LIABILITY AND DAMAGES TO OR LOSS OR DESTRUCTION OF SUBSCRIBER EQUIPMENT, OR EMPLOYEES, PARTNERS, VENDORS AND RELATED AFFILIATES EQUIPMENT, SOFTWARE, FILES, DATA, PERIPHERALS, DATA, OR BUSINESS LOSS AND ANY LEGAL ACTIONS BROUGHT AGAINST ARIALINK OR SAID AFFILIATES RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

5. **Information.** Arialink and its affiliates, along with any parties from whom Arialink obtains network services, exercise no control whatsoever over the content passing through Arialink network. Arialink makes no warranties of any kind, whether express or implied, for the content of the information passing through its network. Arialink specifically denies any responsibility for the accuracy or quality of information obtained through the Service. Subscribers are responsible for their own viewing habits and their Users', including minors. Arialink does not block, filter or screen information or sites on the Internet in whole or in part and has no obligation to monitor Internet content. However, Subscriber acknowledges and agrees Arialink has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to perform the Service properly as Arialink deems in its sole discretion, or to protect itself or its subscribers.

6. **Network Security.** The Internet and Arialink's wireless network used in connection with the Service are shared public resources utilized by other Internet users and Arialink subscribers. Accordingly, there is a risk that other parties may be able to access, monitor and/or decode Subscriber's Internet related traffic. This risk of eavesdropping exists not only over Arialink's network, but also on the Internet and the other services to which access is provided by Arialink as part of the Service hereunder. Any information sent by Subscriber over the network is sent at Subscriber's sole risk. Some software includes capabilities that permit other users to cross a network such as Arialink's and the Internet to gain access to the Subscriber's computer and to the software, files and data stored on the computer. Arialink therefore recommends that Subscriber disable file and print sharing and other capabilities that allow users to gain access to Subscriber's computer. Any Subscriber who chooses to subscribe to the Service and who chooses to enable capabilities such as file sharing, print sharing, or other capabilities that allow users to gain access to Subscriber's computer, hereby acknowledges and agrees that Subscriber does so at its own risk. When using the computer to access the Internet or any other on-line network or service via the Service, there are certain applications, such as FTP (File Transfer Protocol) server and HTTP (Hyper Text Transfer Protocol) server, that may be used to allow other Arialink subscribers and Internet users to gain access to Subscriber's computer. If Subscriber runs any such applications, Subscriber should take the appropriate security measures.

7. **Acceptable Use Policies.** Subscriber acknowledges that the Service is to be used only for client-side access to the Internet. Client-side access is defined as IP, TCP, or UDP protocol traffic originating from the Subscriber Equipment. For example, client side access does not permit the use of the Service for serving content through FTP, HTTP, SMTP, POP3, Game Servers, Audio files, or Video files. Corporate-level subscribers may utilize Arialink for server-side connectivity, provided that the subscriber's needs are mutually understood and agreed upon by both Arialink and the subscriber. Abuse of this policy will cause higher than expected utilization of Arialink's network, therefore, Arialink may levy usage fees commensurate with Subscriber's usage.

Subscriber, together with all persons utilizing the Service, whether authorized by Subscriber or not ("Users") shall use the Service for lawful purpose only. Neither Subscriber nor any Users shall post or submit through the Service any material which violates or infringes upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of public or private rights, vulgar, obscene or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to a civil liability, or violate the law, or constitute "spamming" on the Internet. Attempts to gain unauthorized access to other computer systems through the Service is prohibited. Subscriber and all Users must comply with the rules and regulations of any network they access through the Service. Transmission of any material in violation of any federal or state regulation is prohibited. Subscriber agree to defend, indemnify and hold harmless Arialink, its affiliates, directors, officers, employees, and agents, for all damages and claims that may arise from the Subscriber or any Users use or misuse of the Service.

Subscriber agrees unconditionally to not cause harm to the Equipment or third party equipment, software, or processes used in connection with or are accessible through the Service. Subscriber may not restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Internet, including, without limitation, hosting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature; or generating levels of traffic sufficient to impede others ability to send or retrieve information. Any breach of this provision may result in civil and/or criminal penalties pursuant to applicable local, state and federal law and may result in the immediate termination of the Service without notice.

Subscriber shall not intentionally allow unauthorized connections to the Service, unauthorized reselling of the Service, or the solicitation of Arialink customers to become subscribers of other online information services competitive with Arialink. Subscriber shall not in any way duplicate any Arialink materials, advertising, brochures, pamphlets and the like or any other information that is proprietary to Arialink. Any Subscriber attempt to provide access to the Service to others will be billed a fine of \$500 or considered theft of service and prosecuted to the fullest extent if the law.

11. **Force Majeure.** Neither Subscriber nor Arialink shall be held liable for any delay or failure in any part of this Agreement from any cause beyond its control and without its fault or negligence. This includes, but is not limited to, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, nuclear accidents, strikes, extended power blackouts, natural disasters, severe weather conditions or other environmental disturbances, inability to secure transportation facilities, hardware or software products or services of other persons, including the type and condition of the equipment (personal computer, modem, etc.) of Subscriber and/or its Users, acts or omissions of transportation or common carriers and legal and/or regulatory constraints affecting either Subscriber or Arialink in performing their obligations hereunder ("Force Majeure"). If a Force Majeure condition occurs, the party injured by the other party's inability to perform may elect to (a) terminate the Agreement if such Force Majeure condition results in a delay or failure to perform which continues for more than thirty (30) calendar days; or (b) suspend the Service for the duration of the delaying cause and resume the Service under this Agreement once the Force Majeure cause ceases. Unless written notice is given within thirty (30) calendar days after such injured party is apprised of the Force Majeure condition, option (b) shall be deemed selected.

12. **Miscellaneous. Privacy.** Arialink shall not be liable for any lack of privacy, which may be experienced with regard to the Service. Subscriber authorizes the monitoring and capture of any electronic transmittals concerning the Service and consents to the use of the information on Subscriber's account for purposes of contacting Subscriber. We have the right to intercept and disclose any transmission over our facilities in order to protect our rights or property.

Assignment. Subscriber may not assign all or any part of this Agreement without the prior written consent of Arialink. Arialink may assign all of its rights, title and interests in and to this Agreement in connection with the transfer of all or substantially all of the business assets of Arialink associated with the deliver of the Service.

Amendment. This Agreement may be a modified or amended only as provided herein or by a writing executed by both Subscriber and Arialink.

Entire Agreement. This Agreement, including the Service Agreement Form, represents the entire agreement between Subscriber and Arialink, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional promises made to you by any of our representatives, agents or dealers. If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable.

Governing Laws. This Agreement is subject to applicable federal laws, or state or local regulations, if any. Where our Service terms and conditions are regulated by a local, state or federal agency, the regulations are available for your inspection; if there is any inconsistency between this Agreement and those regulations this Agreement shall be deemed amended as necessary to conform to such regulations.

Signature of Subscriber: _____

Date: _____