



Agreement Type: New Service Renewal
 Added service specification sheet attached
 Dynamic Standby Add-On Upgrade/Change

Customer Information

Customer Name (please print) _____

Physical Street Address _____ Apt/Suite _____

City _____ State _____ Zip _____

Home or Business Phone _____

Primary Contact Name and Email Address _____

Billing address same as shipping address

Billing Address _____ Apt/suite _____

City _____ State _____ Zip _____

Payment Information

Billing Type: Residential Business One Time
 Billing Frequency: Monthly Annual

Billing Option 1. – Credit Card :
 Card Type: Master Card Visa Discover
Credit Card Number: _____

Name as it appears on Credit Card and expiration date (MM/YY): _____

Signature: _____

Billing Option 2. – ACH Withdrawal
 Checking Account Savings Account
 Fill out complete ACH/Debit Form

Billing Option 3. – E-Mailed Invoice (PDF)
Billing e-mail address _____
 *Business option only – Not available for residential

Billing Option 4. – Mailed Paper Invoice
 *Business option only. \$1.50 per month service charge applies.
 \$1.50 service charge will not apply to annual bills.

Monthly Charges and Installation Fees Contract (months): 12 24 36 Other:

Internet Package Name	Monthly Rate	Installation/Non-Recurring Charge
_____	_____	_____
Additional Internet Services	Monthly Rate	Installation/Non-Recurring Charge
_____	_____	_____
Dynamic Standby	Monthly Rate	Installation/Non-Recurring Charge
_____	_____	_____
GRAND TOTAL		\$ _____

PLEASE SEE SERVICE SPECIFICATION SHEET FOR ADDITIONAL DETAILS OF SERVICES ORDERED

Customer Quality Checklist (please initial each item)

I own my building and give permission for DYBB to install an antenna on the exterior of the building and run cable to the customer's computer or network, which may include the drilling of holes; or in the event that I do not own the building, I have furnished DYBB with a signed landlord permission slip by the owner of the building.

I have been given a copy of the terms and conditions of use of DYBB service and agree to accept them.

I agree to the charges and agreement length of this contract. I understand that I have a price guarantee on the monthly rate of my package for the length of this agreement. Upon completion of the initial term, service will be maintained on a month to month basis unless I notify DYBB in writing at least 30 days in advance of any changes to or cancellation of my account.

I understand that if I terminate this contract prior to the expiration date, I will be liable for a termination payment equal to lesser of four (4) times the monthly rate specified for my package above or number of months remaining on the agreement multiplied by the monthly rate; plus a \$75 disconnect charge. Additionally, I will also be liable for payback of any installation promotions or discounts I have received.

I agree that all equipment placed at customer premise belongs to and is the sole property of DYBB. DYBB will service and maintain all DYBB equipment. I also understand that DYBB is not liable for any damage or responsible for any repair done to customer owned equipment.

I agree to pay all of the amounts specified above on a timely basis. I understand that automatic credit card and checking payments will be taken on or about the first business day of each month. I understand that mailed monthly invoices are due 15 days from date of the invoice and that unpaid amounts will be subject to a \$5.00 late payment fee at 25 days from the date of the invoice and my service could be suspended until my account is paid in full.

I agree to the terms, conditions and pricing outlined in this agreement. Proposal valid for 30 days from _____

_____ Date _____
 Customer Signature Date Dynamic Broadband, Inc Signature Date

Customer Name: _____

Pre-Installation Checklist

Thank you for choosing Dynamic Broadband. In order to ensure a smooth installation, please verify the following information with your sales representative. Please address each item as applicable and sign at the bottom to confirm your order.

Customer Installation and Service of Wireless Broadband Connection

The installation fee noted on your service agreement includes two hours of time to install an antenna to your building and any necessary drilling and/or running of up to 100 feet of cable to deliver that service to your computer or network. By signing this agreement, customer acknowledges authority to allow this work to be done, or has provided DYBB written permission from the building owner if customer does not have the authority to authorize.

The equipment that will be installed will be owned and maintained by DYBB. The customer computer equipment and internal network is owned and maintained by the customer and DYBB will have no responsibility for customer owned equipment or repairs. DYBB will be happy to refer any non-DYBB equipment related repairs to a reputable local company.

- Customer has a router on premise where internet is to be delivered? **Yes/No**
 - If yes, is the router an Ethernet compatible router (NOT specifically cable/DSL)? **Yes/No**
 - If yes, customer understands they are responsible for configuring new IP addresses? **Yes/No**
- Customer has server on premise where internet is to be delivered? **Yes/No**
 - If yes, customer understands they are responsible for configuring new IP addresses? **Yes/No**
- Customer has virus protection, spy ware protection, and pop up blocker? **Yes/No**
 - Customer has been made aware they are responsible for their network protection? **Yes/No**
 - *Customer has been made aware of SecureIT service protection?* **Yes/No**
- Dynamic Broadband will provide hosting services (circle all that apply) **DNS – web site – email**
 - If any are circled, customer understands they are responsible for transferring the site to DYBB servers? **Yes/No**
- Customer uses web or audio conferencing services? **Yes/No**
 - *Customer has been made aware of Raindance service and savings?* **Yes/No**

I have read and understand the above statements.

Printed Name: _____

Signed: _____ **Date:** _____

Dynamic Broadband Representative _____

Service Specification Sheet

Remote Storage Service

100 MB _____ 1 GB _____ 10 GB _____ 30 GB _____

Email address to send user name, password and help document _____

User Name/password requests? _____

IP Camera Recording Services

Number of Cameras to be installed _____ Number of Cameras to be recorded _____

Camera recording option(s) selected (number of that option in each blank):

#1 Black/White _____ #2 Color _____ #3 Color/Audio _____

#4 Color/audio/full motion _____ #5 Infra-red/low light/audio _____

Total cost of cameras and equipment as quoted: _____

Co-Location Services/Rack Space

Rack space requested: 4U Package _____ **Full Rack(s)** _____

Speed/Package of internet: _____ Installation date & time request: _____

Ethernet cross connects (#) _____ Telco cross connects (#) _____

Additional U of rack space (# of U): _____ Additional 20Amp power strips: _____

Number IP addresses requested: _____ Remote reboot on power: _____

BGP or special routing requested _____

Number of access badges _____

Who are the badges assigned to for access? _____

DNS hosting _____

Records requested _____

Pre-installation _____

Any pre-installation requirements? _____ (note below)

Special Instructions/Comments

PLEASE BE SURE TO READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF OUR INTERNET SERVICES. YOUR USE OF OUR SERVICE CONSTITUTES YOUR CONTINUED ACCEPTANCE OF OUR AGREEMENTS AND POLICIES.

- 1. AGREEMENT.** This is an agreement between Dynamic Broadband, ("DYBB") and you to provide Dynamic Broadband Internet Service ("the Service"). By establishing an account or using the Service or equipment, you agree to be bound by this Agreement and to use the Service in compliance with DYBB's Acceptable Use Policy which is available by going to www.dybb.com.
- 2. TERM.** The term of this Agreement varies from one month to sixty (60) months, based on the commitment agreed to on your original service agreement. The actual term agreement expiration date will be the last day of the month irrespective of the day of the month signature occurred. This Agreement will automatically default to a month-to-month term after the end of the initial term unless you notify DYBB, in writing, at least thirty (30) days in advance of the expiration of your then current term that you intend to cancel the Service. DYBB guarantees the price of the Service during the contact period. Prices for DYBB services may change at any time upon 30 days notice to any month to month customer. Options for renewal of contract and current rates may also be obtained by calling 1.866.dybb.com.
- 3. THE SERVICE.** The Service can vary depending on location, line quality, Internet traffic, CPU speed, operating system configuration and other factors beyond the control of DYBB. DYBB provides ranging levels of service based on package type. These levels go from "best effort" standard to specific guarantees on upload and/or download speeds. Please consult your service agreement for package type or call 1-866-932-6691.
- 4. CANCELLATION.** If you are dissatisfied with the Service or any related terms, conditions, rules, policies guidelines, or practices, your sole remedy is to discontinue using the Service, cancel your account, and pay any cancellation fees that apply (see FAQ for additional details). Termination of the service does not release you from liability for charges due under this Agreement. If you choose to terminate this Agreement before the expiration of your then current term, you will be liable for an early termination fee of four (4) times monthly revenue commitment/package price, plus pay back of any promotional credits or waivers received plus a \$75 disconnect fee. You agree this represents a reasonable amount to compensate DYBB for your early termination. DYBB is providing equipment to you for your use of the Service. You must return all equipment in good working order or additional damages may apply.

To cancel the Service you must call 1.866.dybb.com or write to DYBB at 2750 1st Ave NE Suite 200, Cedar Rapids, IA 52402. Cancellation will be effective at the end of the current billing period in which notice of cancellation is received. Upon cancellation, email service will be terminated and all data and files stored on DYBB services will be deleted. DYBB may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if DYBB, in its sole discretion, believes you have violated the Agreement or if you fail to pay any charges when due. Termination notice will be by email or U.S. Mail to the address you provided for the Service. All notices to you shall be deemed effective on the first (1st) day following the date of the email or on fourth (4th) day following the date of the mailing. Sections 1, 4,6,10, 11 and 12 of this Agreement shall survive termination of this Agreement.

If loss of service occurs from interference, tree growth, building construction, earth movement or other similar act, subscriber will be notified of the connection alternatives available. Connection alternatives may include optional mounting configurations, antenna configurations and or internet delivery configurations. Additional costs may be associated with alternate mounting, antenna or internet delivery configurations. Subscriber may at that time choose one of the available options or decline services. If the subscriber declines services and subscriber has been a contracted customer with DYBB for less than one year, Subscriber will be refunded one-time standard installation fee, less a \$100, non-refundable charge for the installation site visit. If subscriber has been a contracted customer for over one year, no refund will be offered.

If Dynamic Broadband determines that the network is unavailable for four (4) or more cumulative hours during any calendar month, Dynamic Broadband, upon the customer's request, will credit the customer's next monthly invoice the prorated charges of one (1) day of the Dynamic Broadband bandwidth service fee for each cumulative four hour period of unavailability, up to a maximum credit of seven (7) days per month.

5. ACCOUNT REQUIREMENTS.

In order to receive the Service:

- You must be at least 18 years old and, for residential service, provide a valid credit card or bank account information for ACH transactions.
- Your computer must meet the following minimum requirements:

- Operating System: Windows 95,98, NT, XP and more current systems Mac: OS 8.5 or greater
- CPU Speed: PII 100 or better Mac: Power PC
- Memory/RAM: 64MB Mac: 32 MB
- 10 Base T network card

- Ability to run Microsoft Internet Explorer/Outlook Express or Netscape Navigator
- You must use our hardware including a subscriber unit antenna.

The Service must be available to your location. Telephone service is not required.

- 6. PAYMENT.** You will be charged a one time standard installation fee and a monthly charge for the service depending upon which plan and term agreement you select. DYBB may offer from time to time certain promotions with different terms, activation fees and monthly charges. You must provide accurate billing information including legal name, address, telephone number and credit card/billing information, and report all changes to this information immediately. You are responsible for any charges to your account. Questions regarding charges to an account should be directed to DYBB Customer Service Department at 1.866.dybb.com. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old.

Charges are billed to your credit card, debit card or ACH, as applicable, on the first of each month for the Service and any additional usage or services. DYBB is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by DYBB. Unless specified in writing by DYBB, payment by check is due within 15 days after the date of the invoice received. Payments not received within 25 days are subject to a late payment fee equal to \$5.00. You agree to maintain valid and current credit card information on file with DYBB at all times.

Delinquent accounts may be suspended or canceled at DYBB's sole discretion; however charges will continue to accrue until the account is canceled. DYBB may bill an additional charge to reinstate a suspended account.

- 7. YOUR ACCOUNT, PASSWORD AND SECURITY.** Upon registration, you will receive a username, password, and account designation. You are solely responsible for use of the Service. You must keep your password confidential so that no one else may access the Services through your account. You must notify DYBB immediately upon discovering any unauthorized use of your account.

- 8. INSTALLATION.** Our installation covers the first two hours of installation time. Additional installation time will be billed at an hourly rate. The installation rate includes the subscriber unit, wiring, antenna mounting accessories and the wall box. This does not include other hardware that may be needed such as a Network Interface card, hub, and/or firewall. There is an additional charge for domain name registration if a domain name is requested.

The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all existing computer files. DYBB and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation of the Equipment.

If you rent property your landlord's permission is required before service can be installed at your rental property. You must inform your landlord that an external antenna must be mounted to the outside structure and that a cable will need to be connected from the external antenna to the internal computer or network hub. You must provide written permission, signed by your landlord, before the Service will be installed.

DYBB does not represent, warrant, or covenant that installation will enable you to successfully access, operate, or use the services, nor that such installation will not cause damage to your computer, data, software, files or peripherals. In addition, DYBB shall have no liability whatsoever for any damage, or for the failure to properly install, access, use or operate the equipment or services because of your installation. The foregoing limitation is in addition to and shall in no way be construed to limit any and all limitations of liability set forth elsewhere in this agreement.

DYBB will make its best effort to provide the Service. Because of the complex nature of broadband services, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. In its sole discretion, DYBB may cancel the installation process and refund any money that you have paid. DYBB will notify you of its intent to cancel as soon as reasonably possible. It may take 30, 60, 90 or more days to determine if DYBB is able to provide service. DYBB shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service.

- 9. MONITORING THE SERVICES.** DYBB has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if DYBB, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or to protect itself and its subscribers. DYBB may immediately remove your material or information from DYBB's servers, in whole or in part, which DYBB, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

- 10. DISCLAIMERS.** The services are provided on an "as is" and "as available" basis. DYBB does not warrant that the services will be uninterrupted, error-free or free of viruses, or other harmful components. DYBB makes no express warranties and waives all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability, and fitness for a particular purpose regarding any merchandise, information or service provided through DYBB or the internet generally. No advice or information given by DYBB or its representatives shall create a warranty. DYBB and its employees, directors, shareholders and insurers are not liable for any costs or damages arising directly or indirectly from your use of the services or the internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages (including but not limited to, procurement of substitute goods or services, loss of use, data or profits; or business interruption) However caused and on any theory of liability, whether in contract strict liability or tort (including negligence or otherwise) arising in any way out of the services provided by DYBB.

DYBB shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from: other users accessing your computer, security breaches, eavesdropping, denial of service attacks, interception of traffic sent or received using the services, your reliance on or use of the equipment or services, or the mistakes, omissions, interruptions, deleting of files, errors, defects, delays in operation, transmissions or any failure of performance of the equipment or services; the use of the equipment or services by you or a third party that infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights, or contractual rights of any third party; the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service of the Internet. Further, DYBB shall not be liable for any failure in performance under this agreement to the extent said failures or delays are proximately caused by causes beyond DYBB's reasonable control and occurring without its fault or negligence including without limitation natural disasters, fire, wars, riots or other major upheaval, and any other performance failures outside the control of DYBB.

The foregoing limitations apply to the acts, omissions, negligence and gross negligence of DYBB, its directors, officers, employees, agents, contractors or representatives which, but for these provisions, would give rise to the cause of action against DYBB in contract, tort, or and other legal doctrine. Your sole and exclusive remedies are as expressly set out in this agreement. Any warranty gives you specific legal rights.

- 11. INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Dynamic Broadband, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of our Acceptable Use Policy by you. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf.

- 12. JURISDICTION.** This Agreement is governed by and interpreted in accordance with the laws of the State of Iowa and any applicable Federal laws. The courts of the Judicial District of Linn County, Iowa shall have exclusive jurisdiction with respect to any proceeding in connection with this Agreement.

- 13. MISCELLANEOUS.** This Agreement, the Acceptable Use Policy, and DYBB's other agreements and policies posted on DYBB's Web site constitute the entire agreement between you and DYBB with respect to your use of the Service. DYBB may revise, amend or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on DYBB's Web site www.dybb.com and/or by email and/or our various publications and mailings to you. Any revisions, amendments or modifications must be made in writing and authorized by DYBB's President. No changes to our Agreements and policies may be made without written and signed authorization from DYBB's President. Your use of our Service constitutes your continued acceptance of our Agreements and policies. If any provision of our Agreements and policies are found to be unenforceable or invalid, the remaining provisions shall be enforceable and valid to the greatest extent permitted by law.