



## Cruzio Wireless Terms of Use

877 Cedar Street, Suite 150  
Santa Cruz, CA 95060  
t. 831-459-6301 f. 831-460-2839  
[www.cruzio.com](http://www.cruzio.com)  
[office@cruzio.com](mailto:office@cruzio.com)

### CRUZIO WIRELESS TERMS OF USE

Agreement to terms of Cruzio Internet Master Services Agreement also required.

#### 1. Equipment and Software

1.1 Customer Premise Equipment ("CPE") shall mean equipment that is provided by Cruzio Internet within or under Customer's control. Customer is responsible for maintaining and operation CPE Customer Premise Equipment), unless otherwise expressly provided under this Agreement. If Customer has not purchased CPE, Cruzio Internet shall retain title to CPE and Customer shall promptly return all CPE to Cruzio Internet and/or promptly provide Cruzio Internet with reasonable access to Customer's facilities in order to recover the CPE, upon termination of this Agreement. For CPE owned by Cruzio Internet but under Customer's control, Customer shall protect Cruzio Internet's title and keep the CPE free from all claims, liens, encumbrances, and legal processes and Customer shall notify Cruzio Internet of any claims, liens, encumbrances or legal processes with respect to the CPE. The CPE is personal property and is not to be regarded as part of the real estate on which it may be situated. If requested by Cruzio Internet, Customer will, at Customer's expense, furnish a landlord or mortgagee waiver with respect to the CPE. The CPE shall not be removed from any location without the written consent of Cruzio Internet. Customer shall, upon Cruzio Internet's request, affix and maintain plates, tags or other identifying labels, showing ownership of the CPE in a prominent position on the CPE. The use of the CPE by Customer shall conform with all applicable laws, insurance policies, and warranties of the manufacturer or supplier of the CPE. Cruzio Internet shall have the right to inspect the CPE at the premises where the CPE is located.

1.2 Customer shall, at its, expense maintain each item of CPE in good condition, normal wear and tear excepted. Customer shall not make any addition, alteration, or attachment to the CPE without Cruzio Internet's prior written consent. Customer shall make no repair, addition, alteration or attachment to the CPE which interferes with the normal operation of maintenance thereof, or might result in the creation of mechanic's or material man's lien.

1.3 Cruzio Internet shall not be responsible for the installation, operation, or maintenance of equipment (including without limitation, cabling) not provided by Cruzio Internet as CPE (collectively, "non-Cruzio Internet equipment or software"). Impairment of Customer's use of the Data Services due to non-Cruzio Internet equipment or software shall not relieve Customer of its payment obligation hereunder. Cruzio Internet shall not be responsible for any changes in the Data Services which may cause non-Cruzio Internet equipment or software to become obsolete, to require modification or alteration, or otherwise affect performance of equipment to be used as a gateway to the Data Services, and Customer shall cooperate with Cruzio Internet in setting up the initial configuration for the Customer-provided router's interface with the Data Services.

1.4 All equipment is sold or otherwise provided to Customer AS IS and WITHOUT WARRANTY of any kind.

#### 2. Installation and Service

2.1 Customer shall make all necessary preparations required to permit installation, maintenance and operation of the Data Services and will provide Cruzio Internet, and its suppliers of communication services and equipment, reasonable access to Customer's premises, including free access to all leased telephone lines, to perform any activities reasonably required under this Agreement. Customer shall have all non-Cruzio



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Internet equipment or software available and operable for use with the Data Services or CPE at least five (5) business days prior to the scheduled installation date of the Data Services or CPE.

2.2 In addition to the local access provider charges set forth on the Service Order, Customer shall be responsible for all additional local service provider charges related to Customer's Data Services, including but not limited to: costs of relocation of services once installed, local service provider charges arising as a result of rescheduling of appointments by local service provider representatives, and all local service provider charges incurred for maintenance diagnostics that are determined to be caused by equipment not owned by Cruzio Internet. Local service shall be provided pursuant to the applicable tariffs.

2.3 Installation charges vary depending on antenna requirements and maximum radio throughput. Additional charges may apply for special installation engineering and/or expedited licensing.

2.4 Installation includes radios, antennas, and the port at the Cruzio Internet POP. The interface provided is Ethernet. The customer is responsible for providing (or purchasing from Cruzio Internet) a compatible router. All equipment included with the installation remains the property of Cruzio Internet.

### 3. Service Level Agreement

This Service Level Agreement (SLA) is only applicable to Point-to-Point Wireless Services.

#### 3.1 Service Level Agreement Criteria

**Network Availability:** Cruzio Internet's network is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, averaged over a calendar month. Cruzio Internet's IP network includes the customer access port (the port on the Cruzio Internet aggregation router upon which the customer's circuit terminates) and the Cruzio Internet IP backbone network. The Cruzio Internet IP backbone includes Cruzio Internet owned and controlled routers and circuits, including any transit connections. Cruzio Internet's Network Availability Guarantee does not include the customer's Local Area Network (LAN), Customer Premise Equipment (router or CPE), interconnections to or from and within other Internet Service Provider (ISP) networks, or Cruzio Internet dial-up, DSL or hosting services.

**Latency:** The Cruzio Internet network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the Cruzio Internet backbone network over a calendar month of 65ms or less.

**Bandwidth Guarantee:** Cruzio Internet guarantees, for periods when the Service is available, that full port-to-port (customer premise border to the Cruzio Internet Gateway Border) Circuit bandwidth is available for the Customer's use at all times.

**Packet Loss Guarantee:** The Cruzio Internet network is guaranteed to have a maximum average packet loss of 1 percent or less during any calendar month.

#### 3.2 Response and Repair Times:

In the event of a Service Outage, excluding a force majeure event, Cruzio Internet will respond within thirty (30) minutes after receiving notification of the Outage from Customer and a Trouble Ticket is opened. After receiving notification of the Service Outage from Customer, Cruzio Internet shall begin work to restore the Service on its failed system.



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If Cruzio Internet fails to respond to notification from Customer within thirty (30) minutes, Service Outage is said to have begun regardless of factors outlined on 3.3 (a) below.

Cruzio Internet shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for Customer to report system issues and open a Trouble Ticket.

### 3.3 Credit Allowances for Service Outages for Wireless Services

In the event that Cruzio Internet is unable to restore a portion of the Service as required hereunder, or in the event of a Service outage, Customer shall be entitled to a credit for the prorated monthly recurring charges for the affected Wireless Services for all unplanned outages in excess of five (5) minutes.

Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on a subsequent bill to Customer.

A Service Outage begins when Cruzio Internet is notified or becomes aware of the failure, whichever occurs first.

A Service Outage ends when the affected line and/or associated station equipment is fully operative, subtracting any delay time associated with Cruzio Internet ability to access the Customer or End User Premise.

If the Customer reports Services or a facility to be inoperative but declines to release it for testing and repair, or declines to provide Cruzio access to equipment or facility, it is considered to be impaired, but shall not be deemed a Service Outage.

a. Credit Allowances do not apply to Service Outages (i) caused by the negligence or acts of Customer and/or End User or its agents, (ii) due to failure of power; (iii) the failure or malfunction of non-Cruzio Internet equipment or systems; (iv) circumstances or causes beyond the control of Cruzio Internet or its agents including frequency conflicts; (v) during any period in which Cruzio Internet is not given access to the Service Premises; or (vi) a Planned Service Outage, unscheduled Emergency Maintenance, scheduled maintenance, alteration or implementation as described herein.

b. Customer must request in writing a credit allowance for a Service Outage within sixty (60) days of the date a Service Outage occurs or any claim for an allowance is waived. Unless otherwise specifically stated, Service Outages are not aggregated for purposes of determining the credit allowance.

c. Credit for Service Outages:

- 5 minutes or less -- No credit
- Between 5 minutes and 1 hour -- 2% of monthly recurring revenue of the affected Wireless Service.
- Each hour above 1 hour -- An additional 2% of the monthly recurring revenue of the affected Wireless Service, capped at 50% of the monthly recurring revenue for any single Service Outage and 100% of the monthly recurring revenue for all Service Outages to that same Wireless Service in any month.
- All Service Outage Credits are capped at 100% of the MRC for all Service Outages to that same Wireless Service in any month.



**Cruzio**  
*Internet*

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### 3.4 Chronic Issues

Whenever a Customer reports to Cruzio Internet (or vice versa) that a Wireless Service has a Chronic Issue, Cruzio Internet shall immediately perform a detailed investigation and report the findings to the Customer. Customer's right to receive credits shall not apply, however, in the event that any Trouble is caused or contributed to, directly or indirectly, by any act or omission of Customer and/or End User, affiliates, agents or representatives.

A connection is considered to have a Chronic Issue if it experiences four (4) or more related creditable Service Outages of over one hour (pursuant to section 3 above) occurring over any thirty (30) consecutive day period. Once an issue is identified as Chronic, the Customer shall have the option to either (a) obtain Service Outage credits as set forth above or (b) terminate the affected Service provided under this Agreement without liability upon written notice to Cruzio Internet.

The provisions of this SLA shall apply only to Service Outages of Point-to-Point Wireless Services 7 Mbps and above.

\_\_\_\_\_  
Customer Name/Company Representative (PRINT)

\_\_\_\_\_  
Signature & Date