

airCloud Broadband Referral Partner Agreement

PROVIDE YOUR CUSTOMERS WITH TOTAL INTERNET SOLUTIONS

Why Become an airCloud Broadband Referral Partner?

Simple – it will create you a guaranteed income from each broadband connection you sell. There is no minimum or maximum number of connections you can sell.

If you have a support issue with any connection, airCloud support will be on hand to provide speedy and effective support solutions.

The key benefits of a airCloud Broadband Referral Partner are detailed below:

Features of the airCloud Broadband Referral Partner Program

Static IP Address

Connect to your client's network for Remote Support, direct file transfers etc.

FREE airCloud BUSINESS 3000 Connection for Referral Partners*

Provision just three circuits per month and your Internet Connection is on us

Onsite Installation by airCloud Engineers*

Installations by a qualified engineer, ensuring all aspects of the Broadband service are functioning correctly prior to the engineer leaving your clients site.

***Terms and Conditions Apply.**

Broadband Referral Partner Agreement Form

Building mutually beneficial partnerships is a significant factor for increasing profits in this new technological era. With this in mind, airCloud Communications have created a partnership scheme for companies that share a similar view and wish to benefit from great services, and earn referral commissions.

airCloud Communications has been operating as an Internet Service Provider since 2001, concentrating purely on Wireless Broadband connectivity and thus providing an extremely focused service for our organization.

Referral Partners will recommend airCloud Communication's products and services and refer the end-user to airCloud. End users contract directly with airCloud. Support is provided by airCloud. Referral partners receive one time commission for the sales element.

How It Works

An airCloud Communications Referral Partner refers potential customers to airCloud Communications.

airCloud will install the customer our standard retail price, and invite you to invoice us for the commission on each account you refer to airCloud.

AirCloud Wireless Broadband Products Available

<u>Service</u>	<u>Speed</u>	<u>POP3 Mail</u>	<u>IP³</u>	<u>Retail Rate</u>
SOHO 2000	2000/600	5	1	99
BUSINESS 2000 ¹	2000/500	5	1	179
BUSINESS 3000 ¹	3000/1000 ²	10	1	249
BUSINESS 5000 ¹	5000/1500 ²	20	1	399

¹24x7x365 Monitoring of customer connection with "Node Down" alerts to on call tech

²Best effort – maximum data rates may not be available in all areas.

³Additional IP Address available with justification

airCloud Broadband Referral Partner Agreement

Standard Professional airCloud Installation for End Users Includes:

Installation of Data Radio – Requires Clear Line of Sight to Towers*
Installation of Outdoor Cat5 Cable on outside of building
Setup of Customer Furnished DSL Router
Setup of eMail Accounts
Connection of Customer Computer to DSL Router (requires Ethernet Card)
Testing of Connection

Standard Installation Fee: 299.00

Optional High Gain Foliage / Non Line of Sight Antenna (if Required) 199.00

Optional Non-Penetrating Roof Mount (if Required) 99.00

Services, prices and commission levels correct at time of publishing.

* Standard Installation subject to geographical location and Building Construction

We reserve the right to change specification and prices without notification.

Payment Terms

airCloud will charge the end Users in the following way:

Setup Charge / Activation Payable in advance of activation

Pro-rated First Months subscription Payable in advance of activation

Monthly subscription Payable in advance of second, third etc month.

Payment must be made by Credit Card

Standard Lead-Time.

Installation usually takes 5 working days from acceptance of the order by airCloud Communications.

Conversion Lead-Time.

To convert airCloud Service Levels requires 3 days lead-time.

Migration Lead-Time.

There is no Migration Lead Time – airCloud Broadband circuits can be deployed independently of any other Telco Provider.

airCloud Broadband Referral Partner Agreement

Contained herein are the packages available along with associated commission payments.

Wireless Broadband Package Commissions

Connection Name	SOHO 2000
Connection Speed	2000/600
Monthly Retail Rate	\$99.00
One-Time Referral Partner Commission	\$99.00
Connection Name	BUSINESS 2000
Connection Speed	2000/500
Monthly Retail Rate	\$179.00
One-Time Referral Partner Commission	\$179.00
Connection Name	BUSINESS 3000
Connection Speed	3000/1000
Monthly Retail Rate	\$249.00
One-Time Referral Partner Commission	\$249.00
Connection Name	BUSINESS 5000
Connection Speed	5000/1500
Monthly Retail Rate	\$399.00
One-Time Referral Partner Commission	\$399.00

airCloud Broadband Referral Partner Agreement

Broadband Referral Partner Agreement Registration Form

I have read the terms and conditions listed in this agreement and I understand and agree with them in full. Also the information I have supplied in this contract is true to the best of my knowledge.

Referral Partner Information:

Name of Company: _____

Contact Address: _____

Address (if different from above)

Name _____

Signature _____

Title _____

Date of Signature _____

For airCloud Use

Name _____

Signature _____

Date of Signature _____

Partner Reference _____

airCloud Broadband Referral Partner Agreement

Terms & Conditions of Services Supplied

1. Basis of Supply

1.1 These Conditions are the only terms and conditions on which airCloud (“the Supplier”) is prepared to supply Internet services (“Services”) to its Customer and these Conditions shall apply to the exclusion of any other express or implied conditions, including any terms and conditions to which the order of the Customer may purport to be subject

1.2 No variation or addition to these Conditions shall be binding upon the Supplier unless agreed in writing between a director of the Supplier and the Customer or, where the Customer is not an individual, a duly authorized representative of the Customer

1.3 Subject to any variation in accordance with clause 1.2, these Conditions (together with the matters referred to on the face of the Supplier’s standard order form submitted by the Customer and accepted by the Supplier) embody the entire understanding of the parties and override any prior promises, undertakings or representation including any such statements concerning the Services, by employees or agents of the Supplier

1.4 In these Conditions, “Contract” means the contract for the provision of the Services by the Supplier to the Customer

2. Charges

2.1 The Customer shall pay the registration, set-up, monthly fees and other charges for the Services as stated on the Supplier’s list of charges last published before the date on which the Customer’s order for the Services is accepted.

2.2 The Supplier reserves the right at any time to increase the charges payable for the Services or to vary the Services upon not less than 60 days’ written notice to the Customer such notice to expire at the end of one of the Customer’s monthly payment periods as referred to at clause 3 below

2.3 The charges are exclusive of any application Value Added Tax or any other taxes, levies or duties which will be added or charged on invoices at the appropriate rates

3. Payment

3.1 All billing is performed online via Credit Card. Installation, setup, and first month prorated billing will be charged to the customers’ credit card upon successful installation. Monthly fees are payable monthly in advance by credit card or direct debit via airCloud online billing system.

3.2 If the Customer fails to make any payment by the due date, then, without prejudice to any other right or remedy available, the Supplier shall be entitled in its sole discretion to:-

3.2.1 suspend the provision of the Services to the Customer;

3.2.2 charge interest (both before and after any judgment) on a day to day basis at the rate of 4% above Prime from time to time until payment;

3.2.3 Terminate the Contract

4. Limitations on use of the Services

4.1 The Services comprise a facility shared by the Customer with other customers of the Supplier. The Supplier cannot accordingly guarantee access to the Services at all times.

4.2 The Customer shall not resell, or allow other residences or businesses to connect the airCloud service without prior authorization by airCloud Communications.

4.3 The Customer undertakes to use the Services for lawful purposes only and in accordance with any terms and conditions applicable to any third party services accessed through use of the Services and agrees, without prejudice to the generality of the foregoing, not to use the Services in order to transmit or receive any material that:-

4.3.1. is obscene, blasphemous or defamatory;

4.3.2 infringes the intellectual property rights (including without limitation, copyright, moral rights and rights in confidential information) of any third party

airCloud Broadband Referral Partner Agreement

4.5 The Customer agrees to indemnify and keep indemnified the Supplier against all losses and all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Supplier arising out of the Customer's use of the Services or any Communications Software (as defined at clause 7 below) provided by the Supplier or out of any breach by the Customer of its undertaking at clause 4.4 above. The Customer further agrees promptly to notify the Supplier of any such claim, to give all such assistance as the Supplier may reasonably require in order to defend the same and promptly to cease the activity which is the subject of such a claim, if so requested by the Supplier.

4.6 The Customer is responsible for and must provide all power and other equipment and services in order to obtain access to the Services.

4.7 The Customer undertakes to keep its password secret and secure. Should it fail to do so and a third party gain access therefore, the Customer shall indemnify the Supplier against the third party's use of the Services in accordance with the terms of clause 4.5 above.

4.8 Except as expressly permitted in writing by the Supplier, the Customer may not reproduce, redistribute, retransmit, publish or otherwise transfer or commercially exploit any information, software, or other material received through use of the Services.

5. EXCLUSION OF WARRANTIES

5.1 THE CUSTOMER ACKNOWLEDGES THAT THE SUPPLIER HAS NO CONTROL OVER THE OWNERSHIP, QUALITY OR DECENCY OF MATERIAL ACCESSED THROUGH THE INTERNET. THE CUSTOMER ACCORDINGLY AGREES THAT ITS USE OF THE SERVICES SHALL BE AT ITS SOLE RISK AND EXPENSE AND ACKNOWLEDGES THAT THE SUPPLIER MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER REGARDING THE RESULTS TO BE OBTAINED FROM USING THE SERVICES OR AS TO THE OWNERSHIP, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF MATERIAL ACCESSED THROUGH USE OF THE SERVICES

5.2 THE SUPPLIER AGREES TO PROVIDE THE SERVICES WITH REASONABLE CARE AND SKILL AND TO ENDEAVOUR TO MAKE AVAILABLE THE SERVICES THROUGHOUT THE PERIOD OF THE CONTRACT. THE SUPPLIER DOES NOT, HOWEVER, WARRANT THAT ITS PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

5.3 SUBJECT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW

6. LIMITATIONS OF LIABILITY

6.1 THE SUPPLIER SHALL BE UNDER NO LIABILITY (EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THE SUPPLIER):-

6.2 FOR ANY LOSS OR DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL) SUSTAINED OR INCURRED BY THE CUSTOMER AS A RESULT OF ITS ACCESSING OF THE INTERNET OR ITS RECEIPT OR USE OF ANY MATERIAL CONTAINED ON THE INTERNET;

6.3 FOR ANY LOSS OF PROFITS OR GOODWILL OR ANY TYPE OF INDIRECT OR CONSEQUENTIAL LOSS EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR HAD BEEN ADVISED TO THE SUPPLIER AS A POSSIBILITY (AND WHETHER CAUSED BY THE NEGLIGENCE OF THE SUPPLIER, ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF SERVICES OR FAILURE BY THE SUPPLIER TO PROVIDE THE SERVICES

6.4 IN AN AMOUNT IN EXCESS OF THE TOTAL CHARGES PAID BY THE CUSTOMER FOR THE SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CUSTOMER'S CLAIM AGAINST THE SUPPLIER.

7. COMMUNICATIONS SOFTWARE

7.1 The Supplier may provide the Customer with or allow the Customer access to third party communications software ("Communications Software") which is freeware, shareware, or demonstration software. No charges is made in respect of the provision of Communications

airCloud Broadband Referral Partner Agreement

Software and the Supplier does not purport to grant to the Customer any right to use or any other rights in respect of the same. There is no obligation upon the Customer to use Communications Software provided by the Supplier in order to access the Services.

7.2 Any Communications Software provided by the Supplier is used by the Customer entirely at its own risk and expense and the Supplier makes no warranties or representations and will accept no liability in respect thereof. (The Supplier will, however; provide free of charge a further copy of any such Communications Software if a defect due to faulty materials or workmanship occurs in the disk upon which it was originally supplied by the Supplier during a period of 90 days from the date of such supply.) The Customer undertakes to use such Communications Software strictly in accordance with the terms of the license granted by the relevant third party including, without limitation, any terms relating to the payment of fees.

8. Suspension of Services

If the Customer is, at any time, in material breach of this Agreement, the Supplier may forthwith by written notice to the Customer (and without prejudice to its other rights and remedies) suspend the provision of any or all of the Services to the Customer for the period during which the breach continues.

9. Term and Termination

9.1 The Contract shall continue until terminated by either the Supplier or the Customer giving at least 30 days' written notice to the other, such notice to expire at the end of one of the Customer's payment periods as referred to at clause 3 above.

9.1.1 The Supplier may agree to waiver the 30 day notice period where the Client may pay an administration charge set out at the time of cancellation.

9.2 The Supplier may terminate the Contract by notice in writing to the Customer:-

9.2.1 in the circumstances referred to at clause 3.2 above; or

9.2.2 if the Customer commits any other material breach of this Agreement provided that, if the breach is capable of remedy, the notice shall only be given if the Customer shall not have remedied the same within 30 days of having been given notice in writing specifying the breach and requiring it to be remedied; or

9.2.3 the Customer being a company shall pass a resolution (or suffer an order of the Court to be made) for its winding up, or if a Receiver or an Administrator shall be appointed, or if a petition for the appointment of an Administrator shall be presented in respect of it, or being an individual or partnership shall suspend payment or propose to enter into any composition with creditors or become unable to pay its debts (or have no reasonable prospect of so doing) or suffer a bankruptcy order.

10. Force Majeure

The Supplier shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations under the Contract if the delay or failure was due to any cause beyond the Supplier's reasonable control including, but not limited to, industrial action, war, fire, prohibition, or enactment of any kind on the part of any governmental, parliamentary or local authority, power failure or break down in machinery of any act of omission of the Customer.

11. General

11.1 The Contract is personal to the Customer who shall not assign, transfer, sub-contract or in any other manner make over to any third