

## Wireless Broadband/INET Service Agreement

Nortex provides wireless broadband equipment and service for the purpose of connecting to the Internet. Subscribers of this service agree to the following terms of service. In addition, subscribers also agree to Nortex's InfoNet other Terms and Conditions of Service applicable to all Internet customers ( <http://www.nortex.com/legal-information> ).

### Summary

1. A charge of \$100 is required for early termination of a 2-year commitments.
2. All equipment is property of Nortex and must be returned upon service cancellation. Any equipment damaged or not returned will be charged to the customer (up to \$600).
3. A deposit may be required to subscribe to the service.
4. All charges including installation charges or special construction charges must be authorized by the customer prior to completion of the work.

### Detailed Information

#### 1. Charges.

(a) Subscriber agrees to pay for his/her subscription to the Nortex Service and all use of Subscriber's Account, including applicable charges for installation and all applicable local, state and federal fees and taxes. Charges for the Nortex Service are set forth on a separate price list of which Subscriber hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, use-based) of charges for the Nortex Service are subject to change by Nortex in the future. Recurring monthly Nortex charges will be billed monthly in advance.

(b) Depending on the Nortex Service and Equipment payment option you chose, Nortex Service plans may require a 24 month service commitment. After the expiration of your minimum service commitment, your subscription to the Nortex Service will continue on a month to month basis. In the event you terminate the Nortex Service prior to the expiration of your minimum service commitment, you will owe and you will be charged termination fees in accordance with the following:

- (i) If you cancel after ordering service but before installation, you will not be charged;
- (ii) If you paid for your installation and you cancel after installation, you will be charged a prorated amount due for monthly service plus a early termination fee of \$100.00.
- (iii) If you fail to return Nortex equipment, you will be charged for the replacement value of that equipment (up to \$600).

(iv) If you are paying for your Equipment over the term of your minimum service commitment and you cancel after installation, you will be charged a termination fee plus any remaining amounts due based on installation costs

(v) YOU AGREE THAT NORTEX IS AUTHORIZED TO DEBIT YOUR ACCOUNT FOR THE PURPOSES OF CHARGING YOU ANY FEES YOU OWE UNDER ANY AGREEMENT BETWEEN YOU AND NORTEX, INCLUDING EQUIPMENT, MONTHLY SERVICE, AND/OR TERMINATION FEES.

(c) An administrative late charge may be charged on accounts for Nortex that are past due. Payment for the Nortex Service must be received by Nortex on or before the due date stated on the monthly bill. Failure to deliver payment by the due date is a breach of this Agreement. Subscriber agrees that each individual non-payment causes Nortex to suffer damages in an amount that is difficult to ascertain with certainty. Nortex has made a reasonable estimate to determine the damages caused by late payments generally and has used this estimate to set a late fee amount as liquidated damages. The current late fee is listed in the list of charges or can be provided upon request. Nortex reserves the right to change the late fee amount at any time in the future upon notice to Subscriber of the new amount.

(d) If Subscriber discontinues the Nortex Service or the Nortex Service is discontinued for any reason including non-payment, Subscriber may be required, in addition to payment of all outstanding balances, to pay a reconnect charge before reconnection of \$15.00.

(e) Nortex may charge a service fee for all returned checks and credit/debit card chargebacks.

(f) Subscriber will be responsible for all expenses (including reasonable attorneys' fees) incurred by Nortex in collecting any amounts due under this Agreement and unpaid by Subscriber (including expenses incurred in repossessing Equipment, if applicable).

## **2. Installation & Equipment.**

(a) You acknowledge and agree that Nortex and its authorized agents may require access to your premises or system in order to install and maintain the components necessary for you to access the Nortex Service, including installing any cabling necessary to deliver the Nortex Service to the 100 baseT Ethernet network port inside the residence or premises to permit Subscriber's connection of the Computer to the Nortex Service. Nortex or its authorized agents may also install other necessary Equipment, and, if requested NIC(s) in the Computer. By accepting this Agreement, scheduling a service or installation visit, and permitting us or our service provider to enter your home, you hereby authorize us or our service provider to access your computer for the purpose of installing, repairing or replacing the components necessary. NEITHER NORTEX NOR OUR SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. This limitation does not apply to any damages arising from the gross negligence of willful misconduct

of any installation or maintenance service provider. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

(b) Nortex and its authorized agents may enter Subscriber's premises and have access to Computer(s) periodically during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace or alter the Equipment or associated hardware, or to disconnect and remove the Equipment, if necessary. Any required visits that require entry into the home will be scheduled with the customer with prior notice.

(c) Nortex and its authorized agents shall have the right to upgrade, modify, enhance and replace the Equipment from time to time. Nortex and its authorized agents may employ such means to limit the throughput available through individual Computers whether or not provided by Nortex.

(d) If Subscriber is not the owner of the premises upon which Equipment is to be installed, Subscriber warrants that he/she has obtained the consent of the owner of the premises for Nortex employees and/or its agents to enter the premises for the purposes described in this agreement.

(e) Subscriber will not open, alter, misuse, tamper with or remove the Equipment as and where installed by Nortex, and will not remove any identity numbers or identifying markings or labels from the Equipment. Subscriber will not permit anyone other than an authorized representative of Nortex to perform any work on the Equipment.

(d) Subscriber will not resell the Nortex Service, or any portion thereof, or otherwise charge others to use the Nortex Service, or any portion thereof. Further, Subscriber will not redistribute the Nortex Service, or any portion thereof, whether or not Subscriber receives compensation for such redistribution. Unless otherwise expressly provided in writing, the Nortex Service as offered under this Agreement is a private service offered for personal, non-commercial use only. Subscriber agrees not to use the Nortex Service for operation as an Internet service provider or for the hosting of websites. Subscriber further agrees not to connect the Nortex network port to any computer other than the Computer(s) or to any server (or any computer running server applications that provide similar protocol services over the Nortex Service), including without limitation any servers for mail, HTTP, FTP, RTP, IRC, DHCP, or multi-user interactive forums (e.g. gaming).

(e) Transfer of the Equipment by Subscriber to any other person or entity, or to a new address or other location, is prohibited.

(f) Upon disconnection of service, you must contact our office to make arrangements for any Nortex equipment to be removed and/or returned to Nortex's offices.

### **3. Service and Repairs.**

(a) Nortex will use reasonable efforts to attempt to correct interruptions of the Nortex Service, due to technical malfunction of the system or network operated by Nortex, at Nortex's expense. Telephone support to assist with other technical problems will be provided in accordance with

Nortex's standard procedures. Subscriber is solely responsible for the operation, security, repair and maintenance of any Subscriber-owned Equipment, or software. Service related issues at the customer's location that require a visit will be required to pay a trip charge of \$35.00.

(b) Subscriber agrees that Nortex shall each have the right to take any action that Nortex deems appropriate to protect the Nortex Service, its facilities, and the Equipment. Subscriber acknowledges and agrees that Nortex shall have the right to monitor Subscriber's "bandwidth" utilization (i.e. volume of data transmitted) at any time and on an on-going basis and to limit excessive use of bandwidth by Subscriber (as determined by Nortex from time to time) in order to effectuate these provisions and other terms hereof.