



## RELIANET WIRELESS ACCESS AGREEMENT

This Wireless Internet Service Access Agreement ("Agreement") is entered into by and between the subscriber ("you") and ReliaNET.

**SERVICE:** The Service is provided on an "As Is" and "As Available" basis. ReliaNET does not warrant that the Service will perform at any particular speed or provide any specific bandwidth or throughput, or that transactions through the Service will be uninterrupted, error-free or secure. Not all speeds are available in all areas. Actual speeds may vary and are burstable. ReliaNET reserves the right to restrict/deny service to any subscriber using excessive amounts of bandwidth, or is not operating in accordance with this agreement. Bandwidth usage is outlined on **Schedule A**. You agree not to share the connection with any other organizations or people not specifically authorized by ReliaNET or listed on this agreement.

**PAYMENTS:** You agree to pay ReliaNET the monthly rate and one time installation and activation fee during the term specified, plus any additional hardware and installation fees required, which shall be due at the time of installation. You agree to pay for the services when they are due by a valid credit card or automatic withdrawal from a valid bank account. All payments are due on the 1st of the month after the date of the invoice. Payments received after 30 days from bill date are late and subject to late fees of \$3 or 1.5% per month (whichever is greater). ReliaNET reserves the right to suspend your account anytime after 30 days from bill date if payment has not been received. Your account will be terminated after 60 days of failure to pay. Accounts continue to accrue charges until they are cancelled as outlined below. All email and files will be deleted at the time of termination and can not be recovered. Billing procedures are outlined at <http://www.relia.net/policies>.

**EQUIPMENT (CPE):** All CPE is provided under lease only; it shall at all times remain the property of ReliaNET. ReliaNET has the right to repossess the CPE from you if you fail to pay for the service. Upon termination, the CPE shall be returned to ReliaNET in good working condition. You are responsible for providing an uninterruptible power supply (UPS) or equivalent surge protection for all CPE to help prevent damage during electrical storms and power outages. You are responsible for providing properly grounded outlets. Upon termination of this agreement, you agree to return any and all CPE that has not been paid for within 10 days. If any CPE is returned damaged or non-working, you will be responsible for replacing the CPE at the cost of the replacement.

**INSTALLATION:** You authorize ReliaNET's Installers, agents, or authorized contractors ("Installers") to install the Customer Premise Equipment ("CPE") at your location ("Premise"). You warrant that you are at least 18 years of age and that you own the premises, or have permission from the owners of the premises to install the CPE. You are responsible for notifying the installer of any local ordinances, covenants, and/or restrictions for your property. ReliaNET is not liable for alterations to the Premises that result from the installation or removal of the CPE, including, but not limited to, holes, cabling, or mounting brackets. The undersigned is fully aware and understands that the installation of the CPE may require modifications to the property wherein the CPE is installed. The undersigned hereby, willfully, knowingly, and voluntarily, waives any and all past, present and future claims, whether known or unknown, against ReliaNET, its employees, installers, agents, assigns, heirs and the like, for any and all damage(s) directly or indirectly caused as a result of the installation of the CPE. The undersigned hereby agrees to indemnify and hold harmless, ReliaNET its employees, installers, agents, assigns, heirs, and the like ("them") against any and all claims by any and all third parties, including defending any actions against "them," and assuming any attorney's fees and costs incurred therewith. Finally, the undersigned further asserts that this agreement shall be binding on any and all third party(s) who claim any past, present or future interest in the property wherein the CPE is installed. Installation fees are non-refundable. Custom cabling or installation work may require additional fees.

**TERM:** This agreement shall commence on the date the Connection is activated by ReliaNET (the "Activation Date") for the term as set forth on the Customer Account Enrollment form, after which, this agreement shall automatically renew on monthly terms until terminated by either party. A thirty (30) day written notice is required for termination. ReliaNET reserves the right to change its rates for any renewal term by notifying you at least 30 days in advance.

**TERMINATION:** If either you or ReliaNET terminates this Agreement for any reason including non-payment, violation of terms or policies anytime after installation, but before expiration, you agree to pay an early termination fee of \$175 (not applicable to Month-to-Month terms). If you terminate the agreement before the 30<sup>th</sup> day following the installation of your service for any reason, you may do so without any liability for monthly Service fees not including the installation fee and your only responsibility is to return the CPE in working order. In the event that any CPE is not returned, you agree to pay a fee equal to \$375 or the cost of the equipment that was not returned to ReliaNET within 10 days from the date of termination.

**CANCELLATIONS:** Cancellation requests must be made online at [www.relia.net/policies](http://www.relia.net/policies) or by mailing the same cancellation form to ReliaNET's office. Email cancellations are not accepted. All accounts must be paid in full before the account will be closed. A processing fee on cancellations of pre-paid accounts may apply. You agree to pay for all fees incurred prior to termination and agree to pay a 1.5% interest charge or a \$3 per month late fee (whichever is greater) on all outstanding balances that are turned over to collections. If the account is not paid in full and is sent to collections, you agree to pay all court fees, filing fees, and all attorney fees incurred in collecting any outstanding balance.

**ACCEPTABLE USE:** For all ReliaNET's services rendered, you agree to comply with ReliaNET's Acceptable Use Policy (AUP) available at [www.relia.net/policies](http://www.relia.net/policies).

**LIABILITY:** The Service itself is provided as is and where is, and without warranty of any kind, and there are no warranties, express or implied, for the Service. ReliaNET takes no responsibility in the event of future obstructions after the initial installation that decreases your signal strength such as: a) Trees, buildings, debris, ice, snow, or any other obstruction(s) between you and ReliaNET's Tower causing degradation or loss of service. b) CPE or hardware failures due to power surges, brownouts, storms, or electrical interference. c) Tower re-locations or tower issues beyond our control. d) Wind or weather causing the antenna to shift out of alignment. e) Installing hardware and/or software at a different location or in a different computer after initial installation. f) Internal networking issues and/or your own private wireless networks after the initial installation. g) Re-configurations of network settings due to, but not limited to; tampering, re-installation of operating system, accidental removal, moving the hardware to another computer, or hardware failure. h) *CPE installed during the Fall or Winter increases the risk of losing signal when the trees fill out in the Spring and Summer.*

This Agreement is deemed to be entered into the State of Utah. These parties agree that any dispute arising under this Agreement shall have its venue in Weber County, Utah and any such dispute shall be governed by and constructed in accordance with the laws of the State of Utah. ReliaNET may assign this Agreement without Subscriber's prior consent and all of ReliaNET's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Subscriber except with the written consent of ReliaNET. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notice of any revisions or modifications to the terms of this agreement will be posted at [www.relia.net/policies](http://www.relia.net/policies) or by email to the subscriber's primary email address listed on their account. You are solely responsible for updating your email address should it change. Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified mail, return receipt requested with adequate postage affixed and addressed to the persons set forth in the signature block hereto or to such other address as either party may provide to the other in accordance with the provisions hereof. Any notice to ReliaNET shall be sent to ReliaNET, Attn: Billing Department, 1159 30th Street, Ogden, Utah 84403. This Agreement and associated policies at <http://www.relia.net/policies> contain the entire agreement of the parties hereto with respect to the matters covered hereby and superseded any other prior or simultaneous agreement related to such matters.

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### SCHEDULE A

#### MONTHLY TRANSFER LIMITS (MTL)

RESIDENTIAL	BUSINESS
- LITE – UP TO 12GB/MON	- LITE – UP TO 12GB/MON
- STANDARD – UP TO 20GB/MON	- STANDARD – UP TO 20GB/MON
- PREMIUM – UP TO 40GB/MON	- PREMIUM – UP TO 40GB/MON

GB = 1 Gigabyte. Limit is combined up/down usage. Bandwidth usage will be billed at the next highest-level tier, if over two consecutive 30 day periods. Excessive Bandwidth is billed at \$1/GB over.

**NOTE:** Annual Onsite service plan covers 1 service call per year, and hardware replacement of any CPE installed or purchased from ReliaNET within that one year period. Plan includes re-alignment, testing cables, and wireless router support. Does not provide coverage for subscriber provided equipment or CPE. Must be purchased at time of installation and is non-refundable. **Additional Service calls are only billed at \$35/hour with service plan.**

Onsite service calls such as re-aiming antennas, accessing roof, fixing cables, replacing power supplies, connectors, and reconfiguring routers onsite without Service plan are billed at \$45 per hour for residential accounts and \$65 for commercial accounts (plus any equipment charges).

All Hardware Equipment warranty is provided by manufacturer. ReliaNET provides no equipment warranty, implied or otherwise.