

**Referral Credit:** Current subscribers will receive a one-time Service credit in the amount of thirty-five dollars (\$35.00) for each new paying subscriber they refer to EcliptixNet. The credit will be assessed to the referring subscriber's account and will not be paid directly to referring subscriber. There is no limit to the number of Referral Credits a Subscriber may receive on their account. However, should the referring subscriber's Service be terminated for any reason, the remaining credits, if any, will become null and void.

**Installation Fee:** The installation fee is based on designing, procuring, installing, configuring and documenting the installation. This fee will be assessed to the Subscriber by EcliptixNet for installation and equipment, the mounting of required equipment, allocation of bandwidth, access configuration, as well as aligning and testing antenna signal strength (if applicable).

**Installation:** Installation includes up to seventy-five (75) feet of outdoor, UL-rated category-5e network cable from the radio equipment to a location agreed upon by the Subscriber. The fee does not include wire mold, conduit raceway, firewall penetrations, fishing of walls, cutting in wall plates, ladder rack or electrical wiring.

- **Standard Installation includes:** outdoor radio/antenna device mounted on a small, satellite-style universal mounting arm or a wall-mount bracket. If required for longer distances or poor signal conditions, a parabolic reflector dish, will be mounted on the universal arm as well.

- **Specialized Installation includes:** outdoor radio/antenna device mounted on a small, satellite-style universal mounting arm and is required for select converge area(s) and non-line-of-sight (NLOS) conditions. It is the Subscriber's sole responsibility to obtain any required permits or landlord/owner approval for the placement of equipment on or in the building(s) being installed. EcliptixNet will not be liable for any fees or requested compensation resulting from said permits or approval.

**Equipment/Services Pricing:** The total Services, installation, and/or additional equipment costs for the premises are listed in the Section (2) and (6) of this contract. The Subscriber must provide any additional hardware needed to connect to the EcliptixNet Network beyond the RJ-45 Ethernet jack provided. This includes but is not limited to Ethernet cards, hubs, switches and routers unless otherwise specified in this Agreement. The total installation fee for the Subscriber connection is due prior to start of the installation and is to be paid to EcliptixNet. In the event it is determined the only way EcliptixNet can provide Service to the Subscriber is to mount the radio and antenna at a point away from the residential structure, it will be the responsibility of the Subscriber to install the necessary equipment (pole, telephone pole, or otherwise) that allows the Subscriber to receive EcliptixNet Service. Again, the Subscriber can call or e-mail EcliptixNet for pole, small tower, or tri-pod options. If actual mounting location is physically separated from Subscriber's residential structure, EcliptixNet will not install their Service until underground conduit or overhead zip line has been installed that meets EcliptixNet specifications.

**Billing and Charges:** You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, ISP service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes related to your use of the Service, provision of services, or the use of the Service by users of your account. You understand and agree that unless selected and initiated by you in section 4 of this contract, you will not receive a paper invoice or statement in the mail for your Service.

**Payment Policies and Terms: The Subscriber shall receive, via e-mail (or postal mail if requested, \$2.75 additional fee), a billing invoice for the subsequent month of Service by the TENTH (10th) day of the current month, unless otherwise noted. Full payment must be received by the FIRST (1st) day of the subsequent month.** This period is considered to be a payment "grace period". If full payment is not received by the **FIRST (1st) day** of the subsequent month, a \$5.00 late charge will be assessed on Subscriber's account. A courtesy notice will be sent via e-mail only (if there is no email on file, no notice will be sent), to Subscriber notifying Subscriber of nonpayment and the added late fee. **If Subscriber's account remains past due through an entire billing cycle, Service will be suspended. A \$25.00 re-activation fee will be assessed to Subscriber's account and must be paid in addition to past due and current charges before service will be re-activated. If Subscriber's Service is suspended on three (3) separate occasions, a three (3)-month "Service Deposit" (as calculated based on Subscriber's most current monthly Service plan) will be required before re-activation. If a Subscriber's Service is suspended on a fourth (4th) occasion, Subscriber forfeits Service Deposit and will be terminated. Accounts remaining past due through two (2) consecutive billing cycles will automatically be considered terminated. Early termination fees will apply in all terminations resulting from nonpayment.**

**Credit Inquires and Reporting:** Subscriber hereby authorizes EcliptixNet to make inquiries and to receive information about Subscriber's credit experience from others, including credit reporting agencies, enter this information in Subscriber's file and disclose this information concerning Subscriber to appropriate third parties for reasonable governmental or business purposes. In the case of late payment or non-payment for any of the Services ordered by Subscriber or any other charges, Subscriber hereby understands and agrees that EcliptixNet may report such late payment or non-payment to the appropriate credit reporting agencies.

**Service Suspension:** EcliptixNet offers subscribers an option to suspend their Service during times of vacation and/or seasonal usage at a discount rate of \$14.95 per month. If the subscriber is still under a Service Agreement contract, the time length of the suspension will be added to the original expiration date of the contract.

**Termination:** This Agreement will remain in effect for the agreed upon term chosen above. This Agreement shall not be terminated by Subscriber unless it is shown by Subscriber, reliable Services, as initially accepted by Subscriber upon signature of original Agreement and as defined in "Network Capabilities" below, are not being provided by EcliptixNet, its employees and/or its subcontractors, resellers, or partners. In such cases of termination, no additional fees will be due from Subscriber. If Subscriber chooses early termination for any other reason or is forced to terminate under any other provision in this Agreement to include nonpayment, a one-hundred-fifty dollar (\$150.00) early termination fee will be due immediately. This Agreement will automatically be renewed at the end of the chosen Agreement term on a month-to-month basis (without additional Service fees). Subscriber may then terminate service at any time via phone, email or written notice without any additional fees. EcliptixNet reserves the right to terminate Subscriber's Agreement at any time for any reason. All non-Subscriber-owned equipment shall be returned in good condition to EcliptixNet within fifteen (15) days of the date of termination and all remaining fees and charges on the account will be due within thirty (30) days of the date of termination. A 15% collection fee will be assessed each week equipment or account balances remain outstanding. If equipment is not returned within sixty (60) days of the date of termination, EcliptixNet reserves the right to remove all EcliptixNet-owned Service equipment installed at Subscriber's premises without notice (see "Equipment Ownership" below). All correspondence, to include early termination requests, must be written and mailed to: ECLIPTIXNET BROADBAND, INC., PO BOX 235, MEDICAL LAKE, WA 99022, Attention: Customer Service Department; or via e-mail to [Support@EcliptixNet.com](mailto:Support@EcliptixNet.com).

**Network Capabilities (Reliable Service): EcliptixNet's typical connection speed to the Subscriber is at least 768Kbps from within the ECLIPTIXNET NETWORK, and may burst up to the maximum speed of the plan chosen by Subscriber.** If deemed necessary within the sole discretion of EcliptixNet, Internet and broadband connectivity service may be withheld from anyone for any reason at any time.

- Exceptions to this guarantee are Subscribers using the Internet during peak hours, located in low or limited signal areas, or with no direct line-of-sight (LOS) to an EcliptixNet tower or access point.

- EcliptixNet will indicate on Subscriber's Agreement if their Service falls within a low/limited signal or NLOS restriction category and may advise Subscriber of other possible equipment/mounting options.

- **The EcliptixNet connection is an "always on" connection. Signal interruptions may occur due to natural causes or causes beyond EcliptixNet's control** (i.e. tree growth, new structures, extreme weather, etc.). EcliptixNet and/or its affiliates will assess the individual situation in these cases and may, at Subscriber's cost, do whatever is reasonably necessary to provide continuous and uninterrupted Service to the Subscriber.

- EcliptixNet will not be liable for obstructions that were not present at the time of Service installation.

- EcliptixNet will not be liable for any changes made by the Subscriber at Subscriber's premises.

- **EcliptixNet will not be liable for any Service interruption caused by the effects of Subscriber's own, personal consumer electronic appliances/devices, to include Subscriber's personal computer, household appliances, and all wireless devices located at Subscriber's premises.**

- EcliptixNet will not be held liable for any Service interruption caused by the effects of problems on the greater Internet network "outside" of EcliptixNet's owned network.

- EcliptixNet will respond to all subscriber outages and network downtime within twenty-four (24) hours, and will begin repair of any network issues under its control within a forty-eight (48) hour period upon notification.

- The equipment needed and the details of the problem will determine the time it takes to repair the network when down. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

**Equipment Ownership:** Unless otherwise noted on Subscriber's Agreement and until term of such agreement has been fulfilled, all EcliptixNet-installed radio equipment will remain the sole property of EcliptixNet. All EcliptixNet-installed radio equipment will remain the sole property of EcliptixNet for period of not less than two (2) years from signature date of original Agreement. At no time during the term of Subscriber's Agreement will Subscriber be allowed to move, alter, change, or modify any EcliptixNet-installed radio equipment without express, written consent of EcliptixNet; performing such actions will void EcliptixNet's guarantee of reliable service as specified in "Network Capabilities" above and a Technical Services fee of sixty-five dollars (\$65.00) per hour plus any applicable fuel fee will be charged to Subscriber if EcliptixNet is required for service re-connection. A minimum of one (1) hour will be charged for this service.

**EcliptixNet Service Provision:** In the event of a permanent loss of connection directly caused by faults of the EcliptixNet network or an aborted installation (for reasons such as insufficient LOS or received signal level from an EcliptixNet tower or access point), the Subscriber will receive from EcliptixNet, its employees and/or its subcontractors, resellers, or partners, a recommendation of the options available to establish/re-establish a reliable connection. The recommendation will include additional or different equipment/mounting options and their respective approximate costs. The Subscriber may at that time choose one of the available connection options, or terminate their Agreement. Early termination fees may apply (see "Termination" for applicable fees and "Network Capabilities" for loss of reliable service policies). The Subscriber is responsible for any additional costs of maintaining reliable signal quality to include all costs of replacing "Standard Installation" equipment with higher powered, "Specialized Installation" equipment. If it is determined that modifications of the equipment, mounting, or wiring configurations will not restore the signal quality conducive to the speed plan specified on the original Agreement, Subscriber's agreement may be terminated. Early termination fees may apply (see "Termination" for applicable fees and "Network Capabilities" for loss of reliable service policies).

**Maintenance and Repair:** EcliptixNet will not be responsible for the maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault of negligence of the Subscriber, or causes external to the system, such as but not limited to, failure of or faulty electrical power or air conditioning, operator error, or malfunction of the Subscriber's computer and/or peripheral equipment not installed by EcliptixNet, its employees and/or its subcontractors, resellers, or partners or from any cause other than the intended and ordinary use of the installed equipment. EcliptixNet will at no time be responsible for troubleshooting, diagnosing, or repairing any equipment not installed and owned by EcliptixNet, its employees and/or subcontractors, or resellers as required to receive reliable service from EcliptixNet. Should EcliptixNet, its employees and/or subcontractors, or resellers, after traveling to Subscriber's premises in response to a connectivity issue, determine the fault to be with Subscriber-owned equipment; a Technical Services fee of sixty-five dollars (\$65.00) per hour plus any applicable fuel fee will be assessed to Subscriber's account. A minimum of one (1) hour will be charged for this service. EcliptixNet will repair any EcliptixNet-owned and installed equipment at no cost, within the first thirty (30) days of service to Subscriber if it is determined the repair needed is due to an EcliptixNet-owned and installed equipment fault or any fault of EcliptixNet's employees and/or subcontractors, or resellers. The Subscriber agrees to maintain electrical power to the equipment at all times to facilitate any/all repairs/software upgrades to the equipment. EcliptixNet will warranty all EcliptixNet-owned and installed equipment for thirty (30) days of the date of installation.

**Usage and Content Provisions:** All content downloaded or uploaded using the EcliptixNet network shall remain the sole responsibility of the Subscriber. EcliptixNet's Acceptable Use Policy (AUP) is available online at [www.ecliptixnet.com/legal/aup.htm](http://www.ecliptixnet.com/legal/aup.htm). The Subscriber assumes all risks associated with material regarding, but not limited to, copyright restrictions, trademark restrictions, Service mark restrictions, confidentiality limitations, trade secrets, patent restrictions, and/or any other intellectual property tangible or intangible rights associated with the material. The Subscriber is expressly prohibited from reselling or offering free-of-charge, any Services offered by EcliptixNet or its affiliates under this Agreement without prior written permission from EcliptixNet. EcliptixNet has the right to monitor the content of the Service provided and may disclose any information EcliptixNet or its affiliates deems necessary to comply with any law, regulation, or governmental order, or to protect EcliptixNet, its affiliates, or other Subscribers within the EcliptixNet network. EcliptixNet may refuse to post or may remove any material or information that in EcliptixNet's or its affiliate's discretion deems unacceptable, undesirable, or in violation of this Agreement. EcliptixNet may terminate the Subscriber's Service if his/her use does any of the following: violate any law, regulation, or tariff; is obscene, defamatory, deceptive, or fraudulent; is intended to threaten, harass, or intimidate; interferes with another Subscriber's use of the Network; is intended to damage or destroy data, files, or any information on a second party's computer; is in any way inconsistent with EcliptixNet Agreements; or tends to damage EcliptixNet or its affiliates' name or reputation. Termination of this Agreement due to any of the above charges will result in the immediate collection of any unpaid fees or charges to EcliptixNet. The Subscriber will not be reimbursed for Services not yet rendered. Per FCC regulations, EcliptixNet reserves the right to limit all peer-to-peer (P2P) networking communication through EcliptixNet's residential network. Static/Public IP's through EcliptixNet's business-class services can be acquired from EcliptixNet that allows this communication to reach the Subscriber. The Subscriber is legally responsible and accountable for the content of the files they share.

**Liability:** EcliptixNet, or any other affiliates, subcontractors, employees, resellers, or agents will not be liable to the Subscriber or to any other party for any direct, indirect, incidental, special, punitive, consequential, or other damage, loss (including loss of profits, earnings, business opportunities, or data), inaccuracy of data, allegations, claims, suits, or other Services; or personal injury (including death) resulting from, arising out of, or in connection with direct or indirect use of the equipment or network Service. This limitation of liability also includes, but is not limited to the following: a contention that the use of the equipment of this Agreement by the Subscriber or another party infringes the copyright trademark patent, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party; mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmission, or any failure of performance of the Subscriber's computer, other connectivity equipment, or network Service; the content or Services available or otherwise through EcliptixNet, including the accuracy, quality, and confidentiality of information obtained through third parties through the Network; the activities of other users or Subscribers in accessing or monitoring the Subscriber's computer or the use of the Services. This Agreement does not give the Subscriber any interest, title, or license to the assigned Subscriber user ID, IP address, Universal Resource Locator (URL), or domain name that the Subscriber uses with EcliptixNet high-speed Network Services.

**Governing Law and Venue:** The laws of the State of Washington shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be in Spokane County, WA.

**Arbitration and Attorney Fees:** The Subscriber and EcliptixNet agree that any controversy or claim arising out of or relating to this Agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules currently in force of the American Arbitration Association. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. The Subscriber and EcliptixNet agree that should either party bring action or enforcement, interpretation, or otherwise under this Agreement, the prevailing party in such action shall be entitled to all attorney's fees and costs including those incurred in any appeal. This Agreement and the formal Customer Proposal, attached hereto or incorporated herein by reference, shall constitute the entire Agreement of the parties and shall supersede any other terms and conditions proposed by or representations made by the parties. If any portion of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.