

WIRELESS INTERNET SUBSCRIPTION AND RELATED EQUIPMENT AGREEMENT

The undersigned Southern Tier Wireless (STW) Subscriber hereby agrees for the provision of wireless Internet service and equipment, which may include equipment for subscriber site antenna and computer interface equipment, provided by STW (“the Service”) and use of the Service in the manner herein set forth:

1. **Provision of Service.** STW will provide you with Internet access via Wireless Service provided that you, the subscriber, comply at all times with the terms of this Agreement. STW will provide you with high-speed, wireless Internet access as long as acceptable physical conditions exist between the STW Access Points and the Subscriber’s site, according to the Service Plan that you select.
2. **Residential Service Plans.** Residential Service Plans are limited to connecting one personal computer to the Service. Free residential technical support regarding your Internet signal quality is available via email 24 hours per day, 7 days per week (24/7) to each subscriber of the Service or by calling 1-(877)-814-0313 during normal business hours. Monday through Friday – 9:00 am to 5:00 pm. Residential technical support for networking personal computers is not supported by the Service.
3. **Business Service Plans.** Basic Business Service Plans include the use of STW provided or approved routing equipment only. Basic Business networking technical support is free and limited to issues affecting the quality of the Internet signal to (and not beyond) the consumer’s router, via email 24/7 to each subscriber of the Service or by calling 1-877-814-0313 during normal business hours Mon-Fri 9:00AM – 5:00PM. Advanced business networking technical support (“Advanced service”) is required for issues requiring support beyond the STW provided/approved router (i.e. demarcation point) and may be available through STW during regular business hours Mon-Fri 9:00AM – 5:00PM. Advanced service will be charged at an additional hourly rate negotiated between STW and the customer. Such rate to be reasonable and hours of work completed will be properly documented for billing purposes.
4. **Surveillance Camera Plans.** Surveillance Camera plans include the use of STW provided camera and recording equipment only. Technical support, training and maintenance is included in the contract price. Technical support is available through STW during regular business hours (9:00 AM-5:00 PM) Monday through Friday, via email 24/7, or by calling 1-877-814-0313. Training and maintenance must be scheduled in advance by contacting technical support.
5. **Ownership.** STW owns the Service and all rights, title, and interest in and to the Service, which includes certain STW equipment installed on the subscriber’s premises, the Network, and the Site. Subscriber agrees to return STW equipment within 5 days of Service termination. STW will notify Subscriber if equipment has not been returned. Subscriber agrees that if equipment has not been returned within 30 days of such notice Subscriber will be invoiced for and responsible to pay the replacement cost to STW of the equipment, including reasonable licensing fees or other fees, and other costs associated with replacement of the equipment. Subscriber agrees that Subscriber’s credit card on file may be charged for the invoiced amount. INITIAL _____
6. **Hardware Requirements.** You must have pre-approved hardware to access and use the Service. Subscriber will be solely responsible for obtaining and maintaining the computer equipment necessary to access and use the service, including wireless or standard network cards, computer hardware and software, and for ensuring that such equipment is compatible with STW subscriber computer requirements. Equipment owned by STW if lost, stolen, and or damaged while in the possession of the subscriber, will be charged to the subscriber at cost of equipment. Subscriber agrees to pay such charges. Service fees will be applied for any repair or equipment installation that is not STW hardware. A \$50.00 initial charge will be applied during the service call and then a \$25.00 charge will be applied every hour thereafter. INITIAL _____

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7. **Acceptable Use Policy.** STW Terms of Acceptable Use and other policies govern your use of the Service at all times, as well as any other STW policies applicable to Internet use. The complete Acceptable Use Policy is available online at southerntierwireless.com. You agree to permit STW or its representatives to access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Service. STW will not disclose the existence or occurrence of such an investigation unless required by law, but STW reserves the right to terminate your account immediately, with or without notice to you, and without liability to you, if STW believes that you have violated this Agreement, any of the Terms of Acceptable Use or any other STW policy, furnished STW with false or misleading information, or interfered with use of the Service by other users. STW further reserves the right to terminate any accounts that have been inactive for one hundred eighty (180) days or longer. STW may modify, suspend or discontinue the Service at any time, with or without notice, and without liability to you, any other user or any third party. INITIAL_____

8. **Payment.** In exchange for your use of the Service, you agree to pay usage fees according to the Subscription Plan (identified below). Prorated charges, the normal installation charge, charges for lost/stolen/damaged equipment, as well as all recurring monthly charges will appear as separate line items on your bill each month. Recurring charges for the Service are assessed for the current month. Payments are due in full 20 days after the billing date. Past due accounts will result in suspension and possible termination of the Service and will be processed in accordance with applicable STW collections Rules & Policy.

9. **Privacy.** STW respects your privacy and permits you to control the treatment of your personal information Under STW's Privacy Policy, STW will not disclose to any third party, your name, address, email address, telephone number, or any other personal information without your prior consent, except as may be required by law.

10. **Disclaimer of Warranties (Please Read Carefully).** STW is providing the Service to you "AS IS" without warranty of any kind. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, STW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND STW'S PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. STW DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. INITIAL

11. **Limitation of Liability (Please Read this Carefully).** STW's liability to you is limited in that the Service may contain errors, design flaws, or other problems, and that use of the Service may result in unpredictable damage or loss to you, including without limitation unexpected results or loss of data. YOU AGREE TO USE ALL OF STW'S SERVICES AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL STW BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY STW.

12. **Indemnification (Please Read Carefully).** You agree to indemnify STW for all of your acts and omissions. You agree to indemnify, defend and hold harmless STW, its affiliates, officers, directors, employees, consultants, agents and representatives from any and all third-party claims, losses, liability, damages and/or

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costs (including reasonable attorneys' fees and costs) arising from your use of the Service, your violation of the Terms of Acceptable Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. STW will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage or cost.

13. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York and applicable federal law without reference to its rules regarding conflicts of law. Venue for any legal action shall be in Allegany County, New York.

14. **Terms of Agreement.** The term of this Agreement shall become effective on the date service first becomes available and shall remain in effect for twelve (12) consecutive months. Surveillance camera plans remain in effect for twenty-four (24) consecutive months from the date _____. Thereafter, this Agreement shall be automatically renewed indefinitely for one (1) month terms unless either party gives the other at least thirty days (30) notice that it is terminating this Agreement. If the subscriber wishes to terminate the Agreement, the Subscriber will be liable for the balance of the remaining monthly payments in full. A re-connect charge will vary and will be assessed for accounts that have been disconnected for nonpayment, reactivation of an account due to customer moving, changing accounts, and or suspension. INITIAL _____

15. **Entire Agreement.** This Agreement constitutes the entire agreement between STW and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. STW may, in its sole discretion and without prior notice: (a) revise the terms and conditions of this Agreement (b) revise its billing rates and other fees; and (c) modify the Service at any time. STW will post any such revision or modification to the STW Website, and the revision or modification will be effective immediately upon such posting. You agree to review this Agreement and the online policies as posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use Service following notice of any revision, you agree to abide by any such revision.

17. **Reservation of Rights.** STW reserves the right to refuse service to anyone for any reason not prohibited by law. STW further reserves the right to suspend or terminate Service to any subscriber for any reason not prohibited by law.

18. **Binding Effect.** This Agreement shall ensure to the benefit of STW's successors, assigns and licensees.

Subscriber's Name:	Service Plan: Copper / Bronze / Silver / Gold / Custom:
Print:	
Sign:	Install Fee: \$125.00 + Tax
Subscriber Address:	Install Fee: Custom + tax / Promo + tax
	Router Rental Fee: \$5.00
Telephone Number:	Mesh Router Lease: + tax
Email address (print):	
Landowner Permission to install: (if not the subscriber)	Installer completing work: (initial)
Print:	Referral Name:
Sign:	