

## **TERMS OF SERVICE AGREEMENT FOR WIRELESS INTERNET ACCESS**

This WIRELESS ACCESS AGREEMENT (the "Agreement") is entered into on the date entered below, between SonicNet Inc. ("Provider") and Subscriber whose name is set forth below.

### **General Information:**

- 1) Provider will provide Subscriber a shared fiber Internet connection using fixed-wireless technology. While no specific data/usage limits are in effect, Provider reserves the right to monitor and maintain the overall network to provide excellent speeds and bandwidth for all customers.
- 2) Provider reserves the right to terminate the Agreement without any notice should Subscriber violate any term herein. In such cases, Subscriber shall be liable for all payments due herein up to the date of termination.
- 3) Subscriber owns all equipment installed by Provider and is responsible for its operation. Equipment warranties apply. Optional equipment replacement coverage is available (Connection Protection).
- 4) Subscriber shall not move, relocate, alter, sell, lease, assign, or in any way tamper with the antenna/radio while service is in force. At all times, Subscriber agrees to pay Provider any cost Provider incurs to repair or replace the equipment.
- 5) Installation fees are non-refundable if the wireless connection is operable later than 30 (thirty) days after installation. Equipment installation fees are only refundable if the connection is not working within 30 days after installation.
- 6) Bandwidth provided to the Subscriber will be "up to" the highest level as noted in the Service Package listed on the Subscriber's invoice. Due to wide-ranging variables, Provider does not guarantee a specific connection speed at any given time. However, Provider will consistently use best practices in network management to provide the best possible experience for the Subscriber.

### **Payment Information:**

- 7) Subscriber will be required to pay in advance for services within the terms noted on the invoice. All invoices are emailed to Subscriber.
- 8) Payments are required to be made via credit or debit card automatically. Each customer will have access to his/her online MySonicNet Portal where payments may be processed/set up. Alternatively, payments may be made by calling the Business Office with card data.
- 9) Should a transaction be denied by the Subscriber's bank, Subscriber will provide Provider with new/updated account information. Otherwise, a late fee of \$5.00 per month will be charged to all accounts not paid in a timely manner, service may be disconnected due to non-payment, and a \$25.00 reconnect fee will be assessed on all disabled accounts.
- 10) A \$35.00 NSF fee may be charged for any denied credit card payment. Provider reserves the right to require automatic charges to a credit or debit card for delinquent accounts. Billing for suspended accounts due to non-payment will continue as usual, and Subscriber is responsible for all charges.

### **Provider/Subscriber Responsibilities:**

- 11) Provider is NOT responsible or liable for any of the following situations, and charges for service calls will apply to remedy:
  - Any device or cloud system inside the home or office of the Subscriber beyond the point of the Power-over-Ethernet power supply (PoE). This includes all computers, phones, routers, third-party services or applications, cloud services, network contractor(s) hired by the Subscriber, or other device or service provider not affiliated with SonicNet.

- Any obstructions that might be erected or grow between Subscriber's radio and Provider's transmitter causing degradation or loss of service. In the unlikely event of loss of signal for this reason, Provider will inform Subscriber that service is no longer available at that location.
  - Debris or ice on antenna
  - Damage to radio, antenna or cabling due to acts of God, other natural occurrences or neglect by Subscriber
  - Subscriber or their contractor/vendor installing hardware and/or software in a device after installation which may disable that device with regard to connecting to Internet
  - Re-configuration of network settings due to, but not limited to, tampering or reinstallation of operating system in a device
  - Misplaced WiFi login credentials, which are provided to Subscriber at time of router installation
- 12) Subscriber acknowledges that tree leaves hold water, they absorb signal, and that may degrade or disrupt signal. Subscriber may require extra hardware and setup at such time as changes in tree foliage may occur, or in some cases service may no longer be available if signal strength changes and no remedy can be made. Provider shall not be held liable for any changes, nor will Subscriber be entitled to any type of refund prior to the date on which Subscriber is informed.
- 13) Provider uses "best practice" installation techniques and will discuss the method of attachment to the building, mast or other approved structure with the owner prior to performing installation. Provider is not responsible for any water leaks, damage or mold that may occur. In most cases, non-roof-penetrating methods of attachment will be used. Provider's technicians reserve the right to refuse installation at any location if there is a concern about his/her health or safety, or if the signal is not the best possible at a location on the property requested by Subscriber.
- 14) Subscriber will provide new email address(es) whenever necessary to ensure that emailed invoices are deliverable to the Subscriber. Provider is not responsible for non-delivered invoices but will make every attempt to ensure that delivery is made.

**Provider's Network Management and Subscriber's Terms of Use:**

- 15) Subscriber acknowledges that the Internet is not owned, operated, or managed by Provider or any of its affiliates and that it is a separate network of computers independent of Provider's network. Subscriber's use of the Internet is solely at Subscriber's own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond Provider's authority and control.
- 16) Provider's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material judged to be threatening or obscene, material protected by trade secret or material that is otherwise deemed to be proprietary or judged unfit by Provider.
- 17) Subscriber shall not establish Internet servers of any kind, including, without limitation, Web, Email, Games, FTP, or the like without prior written authorization and Pricing Agreement from Provider. Remote Control Software is permissible to be run on Subscriber's computers/devices. File sharing is prohibited on the Provider network. File sharing must be disabled on applicable software.
- 18) Subscriber shall not share his/her connection with a neighbor without explicit consent of the Provider.
- 19) Provider specifically disclaims any responsibility for the accuracy or quality of information obtained through the Internet. Provider makes no warranties, expressed or implied, including, but not limited to, loss of data or financial loss resulting from delays, non-deliveries, miss-deliveries or service interruption however caused.
- 20) Routine maintenance and periodic system repairs, upgrades and reconfigurations, acts of God, and mechanical or electronic breakdowns may result in temporary service impairment or interruption of service. Provider does not guarantee continuous or uninterrupted service. Subscriber holds Provider, its directors,

officers and employees harmless from any and all obligations, charges, claims, liability, costs and fees incurred as the result of service interruption or loss of service. It is recommended that Subscriber maintain some form of back-up service if his/her online tasks are critical. **Provider will utilize the period of 12 midnight through 4:00 am as its maintenance window whenever possible**, but any work requiring daylight or tower climbing will be performed during daytime hours.

**Important Legal Information:**

- 21) Subscriber shall indemnify Provider and affiliates from any and all claims and expenses arising from Subscriber's breach of any provision of this Agreement.
- 22) In the event of litigation, both parties agree that the law of Wisconsin shall apply and both parties agree to have its venue in Vilas County, Wisconsin.
- 23) This Agreement represents the complete understanding between Provider and Subscriber as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guarantees, warranties or promises.
- 24) This Agreement is subject to change and additions at any time as may be required by law or best practices. Use of the service acknowledges Subscriber's acceptance of any updated Agreement as posted on the Provider's web site at [www.sonicnet.us](http://www.sonicnet.us).