



## I. Terms of Service

This Agreement between **Webatron Internet Solutions, Inc.**, located at **550 S. Mesa Hills Dr. STE B3 El Paso, TX 79912** (hereinafter referred to as "Company") and customer defined within page one, section I " (hereinafter referred to as "Subscriber") which shall be effective upon the completion of connection and shall remain in effect as per page one, section II as "term" of contract.

**Provision of Services:** Company will provide services on its computing and network systems and also provide the installation of necessary equipment (which includes but is not limited to radio, cable, lightning protection, antennas & standard mounting equipment) to Subscriber in exchange for payment of fees and compliance with the terms and conditions of this agreement. Company's services are defined as the use by the Subscriber of computing, telecommunications, USENET newsgroups and information services provided by Company and any access to computing, telecommunications, software, and information services provided by others via the Global Internet or private interactions.

**Connection/Installation Fees:**

Rates shall be defined on page one of the form Titled Business Class Internet & SLA and will be adhered to as per definitions outlined herein.

**Payment Policies & Terms:** Subscriber shall be billed on 1<sup>st</sup> day of each month, one month in advance. Payment by Subscriber shall be due to Company within fifteen (15) days from the date of the invoice. A thirty-dollar (\$30.00) late payment fee shall be assessed on any account not paid within fifteen (15) days of invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts shall be placed on "accounting hold" and all services to the Subscriber shall be suspended until the account is paid in full. In the event that a balance is unpaid for sixty (60) or more days are subject to collection and will continue to accrue interest and be liable for any legal fees. For any subscriber account that has been placed on suspended service there shall be due a Fifty Dollar (\$50.00) reconnection charge to reactivate Subscriber's services and are not covered under any service agreement.

**Account Termination:** Subscriber may terminate this Agreement by submitting a written request for termination (email, fax or U.S. Mail) to Company at the address listed in this agreement. Any Agreement terminated under this provision shall be subject to a termination fee equal to the amount stated on the registration form. In the event of termination under this provision by a Subscriber all amounts remaining due and owing to Company including aforesaid termination fee, shall be due immediately of termination. Accounts not paid within thirty (30) days of termination shall be deemed delinquent. All discounts will be voided and owed immediately if termination occurs prior to full term.

**Additional Fees:** In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install. Additional labor is billed per page one, section II, subsection "a)".

**Equipment & Scope of Work:** All equipment, (radios, antennas & standard mounting equipment), except for equipment purchased and paid for in full by the Subscriber, will at all times remain the property of Company. Subscriber may not sell, transfer, lease, or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned equipment or part thereof, together with any costs incurred by Company in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Company to retrieve from Subscriber's premises equipment for appropriate disposition, that is owned by Company.

**Non Standard Connections:** In the event of an aborted connection due to insufficient line of sight to an access point, Subscriber will receive a report of the connection options available. The report will include optional mounting configurations and their respective costs. Subscriber may at that time choose one of the available options or decline services. If the Subscriber declines services, Subscriber will be refunded all deposits made, less any equipment the Subscriber decides to retain or purchase. This does not include any services requested by Subscriber and fully rendered by Company where service charges apply.

**Expedited Connections:** Expedited connections with four (4) business days or less will incur a Five Hundred Dollar (\$500) expedite charge.

**Permitting & Landlord Approval:** It is the Subscriber's responsibility to obtain any required permits or to gain landlord approval for the placement of the antenna and installation regarding the Subscriber building. Company may assist you or provide this service for you at an additional charge outlined on page one, section II, subsection "a)". This is applicable to the property listed at the installation address contained on page one, section II that is under rental or lease contract by Subscriber. Company is not responsible for property contract violations, damage, or other results of this installation if subscriber or it's affiliates proposes ownership or false landlord.



**Standard Maintenance:** Company's connection point ends at the wireless radio or LAN jack. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Company's network and backbone connectivity. If your connection ceases to function properly after it has been tested and shown to be working, but Company's network is still functioning properly, a technician will be sent to trouble shoot during normal business hours (8AM-5PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not Covered by Maintenance Plan or Standard Maintenance Plan" section, standard hourly rates apply.

**Maintenance Plan:** Subscriber has the option to select a desired response time and associated cost. Maintenance Plans available upon request or as applicable on page one, section II. Priority Response and guaranteed Service Level Agreement at additional cost of \$25.00 per month.

**Not Covered by Maintenance Plan or Standard Maintenance Plan:** Maintenance, repair or replacement of parts damaged or lost through act of God, catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power or air conditioning, operator error, or malfunction of Subscriber computer and/or peripheral equipment not installed by Company, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming due to obstructions such as trees or buildings, or storm related damage. Any re-aiming of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates and may be subject to equipment costs. Company is not liable for any damage to property as a result of above occurrences.

**Warranties:** All Company provided equipment such as cables and antennas are covered under manufacturer warranty against defects for a period of no more than 1 year. If any part of the wireless equipment fails due to manufacturing defect prior to one year, it will be replaced at no charge pending testing of said equipment.

**Use of Material:** All content downloaded or uploaded using Company's system shall remain the sole responsibility of the Subscriber. The Subscriber assumes all risks associated with material, including but not limited to, copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions, or any other intellectual property tangible or intangible rights associated with the material.

**Use of Services:** Subscriber is expressly prohibited from reselling any services offered by Company under this agreement without the prior written consent of Company. Subscriber is prohibited from hosting any web site dedicated to the sale or dissemination of pornographic materials and/or containing content of a sexually explicit nature. Subscriber understands and agrees that this service may be utilized solely for lawful purposes and the use of this service in connection with or adjunct to any matter or thing which violates and foreign municipal, state, county or federal state or regulation is expressly prohibited. Subscriber acknowledges that Company is a commercial entity. Subscriber agrees that its use of the services herein shall not infringe upon the use by other subscribers of Company or the wireless network. Subscriber is prohibited from sending unsolicited advertising or promotional materials to other companies or wireless network subscribers. Subscriber agrees not to resell or allocate bandwidth as defined under "Abuse of Services" without written consent from Company. Should Subscriber violate any provision of this section, Company at its sole discretion may immediately suspend services to Subscriber and terminate this agreement. Company's liability for termination of this Agreement under this provision shall be solely limited to a refund to Subscriber of any unearned prepaid service fees. Company shall not be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision.

**Abuse of Services:** Any use of the Company system that disrupts the normal use of the system for other Company Subscriber is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to other computational, information, or communication devices or resources of others is a violation of this agreement. The use of Company's services by Subscriber to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this Agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) by Subscriber is a violation of this Agreement. Subscriber may not resell or allocate bandwidth to those not included within the business (office specific) referred to within this document as "Subscriber" or others not residing within that specific household or address as defined in section II as "installation address". Company may charge and Subscriber may face legal charges in compliance with local, state or federal laws, rules or regulations, if they are found in violation of bandwidth "stealing" defined in the previous sentence. Any Subscriber deemed by Company to be in violation of this section is subject to immediate termination by Company. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.



**Indemnification/Release:** Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Company, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Company's services hereunder including but not limited to, Subscriber's access to content uploaded or down loaded using Company's services from any source or to any recipient. Subscriber further releases Company from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Company's systems and/or the wireless network. Subscriber's release of Company includes any actions or inaction by Company, which amount to negligence. Subscriber further agrees to indemnify and hold harmless Company from and against any and all claims actions causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of Company's services herein.

**Disclaimer:** Company assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Company's services. Company discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Company which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to Company that its use of Company's services to access information, content or other services is at it's own risk.

**Governing Law and Venue:** The laws of the State in which this contract is executed 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 the county in which Company or it's branches presides.

**Arbitration & Attorneys Fees:** The Subscriber and Company agree that any controversy or claim between them 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 then 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. Subscriber and Company agree that should either party bring action for enforcement, interpretation or otherwise under this Agreement the prevailing party in such action shall be entitled to its attorney's fees and costs including those incurred in any appeal.

**Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and no other representations or statements will be binding upon the parties. If any part 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.