

WIRELESS SUBSCRIBER TERMS OF SERVICE AGREEMENT

This is an agreement made between Wireless Authority (hereinafter referred to as "Wireless Authority" located at 108 East Main Street, Tazewell, VA 24651 and _____ (hereinafter referred to as "Customer"). By ordering internet service from Wireless Authority or by using equipment or services provided by Wireless Authority, Customer accepts the terms and conditions contained in this Agreement and agree to comply with its requirements. This Agreement is effective upon the Activation Dated specified on the "Internet Service Application/Agreement", and remains in effect for _____ or until terminated by either party according to the termination provisions specified herein.

This document may be modified and updated from time to time, and the most current version is available on the Web at <http://tazewellcountyva.org/services/news/wireless-subscriber-terms-of-service-agreement/>. New versions of this agreement become effective at the time they are uploaded to our Web server.

Definitions: "Service" is defined as the use by the Customer of network connectivity and information services provided by Wireless Authority and any access to services provided by others via the Global Internet or private interactions. "User" is Customer or anyone Customer allows to gain access to the Service from Customer's premises, whether or not they have Customer's consent. "Internet Service Agreement/Application" is the service order form containing the specific details of connection speed, contract length, fees, payment arrangements, and other information needed to provide service.

Provision of Services: Wireless Authority 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, cables, connectors, antennas and standard mounting equipment) to Customer in exchange for payment of fees as described on the Internet Service Agreement/Application, and compliance with the terms and conditions of this agreement and other Company policies. Customer's right to use the Service is not transferable.

Installation: The Service requires the installation of equipment at Customer's premises and may require permanent modification of the premises to install cables, outlet boxes, antenna mounts, or other items. Customer agrees to allow Wireless Authority employees or contractors to install required equipment in the manner necessary to successfully deliver the service. Wireless Authority will make every commercially reasonable effort to provide a full operational Service within 14 days of the initial installation. This may require adjustments to the equipment such as relocation or re-aiming of the outdoor antenna, re-termination of cables, or configuration changes on the radio transceiver. In some situations, it will not be possible to establish a reliable link due to trees, buildings, or other obstructions. If the Wireless Authority is unable to make the Service fully operational within 14 days after initial installation, either party may terminate this Agreement at no cost to either party. It is the Customer's responsibility to obtain any required permits or to gain landlord approval for the placement of the antenna and installation of equipment at Customer's premises. Wireless Authority is not responsible for property contract violation or other results of this installation if Customer or Customer's affiliates propose ownership or false landlord.

Payment Policies & Terms: Billing will be done as set forth on the Internet Service Agreement/Application form. For email and US Mail billings, Customer will be billed on approximately the _____ of the month each month for the next month's service. Payment is due to us by the

_____ day of service month. Accounts not paid by the _____ day of the month are subject to a ten (10) percent late fee. Accounts remaining unpaid for thirty (30) days or more shall be deemed delinquent. Delinquent accounts shall be charged interest at the rate of 1 ½ % per month (18% APR) on all unpaid amounts. In addition, Subscriber's Service will be suspended. Charges for accounts that are suspended, by either Customer or Wireless Authority, are not prorated and are due for the entire month. Accounts not paid by the _____ of the service month will be subject to termination. To reactivate a delinquent account, a \$49.00 reconnection fee will be assessed on any suspended account. Reactivation of a connection that has been placed on accounting hold requires full settlement of the unpaid balance and payment of the \$49.00 reconnection charge. **All payments made to the Wireless Authority are non-refundable.**

Account termination: Customer may terminate this Agreement by submitting a written request for termination to Wireless Authority via the email address, fax number, or postal address listed on our Web site. Requests received by Wireless Authority prior to the close of business on the _____ day of the month shall have a termination date as of the first day of the month following the receipt of the termination request. Termination requests received by Wireless Authority on the _____ day of the month or thereafter shall have a termination date as of the first day of the second month following the date of the receipt. Any subscriber agreement terminated under this provision shall be subject to a termination fee equal to thirty (30) percent of the remaining monthly fees due under this agreement from the date of the termination to the end of the agreement term. Termination fees shall be due within fifteen (15) days of the termination date. Fees not paid within fifteen days shall be deemed delinquent and subject to the finance charge specified in the "Payment Policies & Terms" paragraph. This Agreement and Customer's use of the Service may be terminated by the Wireless Authority at any time with or without notice to Customer for any reason, including, without limitation, nonpayment of fees, or if Wireless Authority believes that Customer has violated or acted inconsistently with the letter or spirit of this Agreement or the Appropriate Use Policy. No Customer or Potential Customer will be denied service on the basis of sex, race, color, religion, or nation of origin.

Equipment & Scope of Work: **All equipment deployed at Customer's premises, (including but not limited to radios, antennas, standard mounting equipment, etc.), will at all times remain the property of Wireless Authority.** Wireless Authority is not responsible for any internal equipment purchased by the Customer, including but not limited to modems, nor will repairs be attempted on such equipment owned by the Customer. Customer shall not attempt modifications, adjustments, configuration changes, or otherwise with Wireless Authority-owned equipment. Customer may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Customer will pay \$350.00, or the cost of repair at Wireless Authority's sole discretion, for any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned equipment or part thereof, together with any costs incurred by Wireless Authority in obtaining or attempting to obtain possession of any such equipment. Upon termination of this Agreement, Customer authorizes Wireless Authority to inspect, repair, replace, maintain, or retrieve Wireless Authority-owned equipment on Customer's premises. Wireless Authority may elect to remove, or direct that Customer return, only the items that Wireless Authority deem to be valuable or reusable, and items such as in-wall junction boxes, cable, and brackets may, at Wireless Authority's sole discretion, be left in place. Wireless Authority is not obligated to return Customer's premises to any specific condition.

Functionality and Standard Maintenance: The demarcation point ("demarc") for this service is the Ethernet port nearest the Ethernet port of the radio transceiver at Customer's premises. The technical support that Wireless Authority provides is limited to the connectivity itself and configuration of Customer's computer and/or browser and email application to work with the Service. Support for other

applications and uses is not provided or implied unless it is a specifically contracted service. The Service will be considered to be fully operational and acceptable to Customer if Wireless Authority or contractor thereof-owned diagnostic equipment connected at the demarc can transfer data to and from internal servers at the data rates specified in the Subscriber Service agreement. Any trouble on Customer's side of the demarc is the responsibility of Customer, Customer's Network Administrator or vendor. Standard maintenance is limited solely to Wireless Authority's network and backbone connectivity. If Customer's connection ceases to function properly after it has been tested and shown to be working, but network is still functioning properly, a technician will be sent to diagnose the problem. If the Problem is due to Customer's negligence, or any of those items listed in the "Not Covered by Standard Maintenance" section, Customer will be billed for all labor, materials and equipment required to restore the Service to full functionality.

Not Covered by Standard Maintenance Plan: Maintenance, repair or replacement of parts damaged or lost through act of God, catastrophe, accident, terrorism, war, lightning, neglect, misuse, limited to failure of, or faulty, electrical power or air conditioning, operator error, or malfunction of Customer's computer and/or peripheral equipment not installed by Wireless Authority, or from any cause related to or other than the intended and ordinary use is not covered. Antenna re-aiming due to obstructions such as trees or buildings, or storm related damage is not covered, and Wireless Authority is not responsible for obstructions that may grow or be erected at Customer's premises or elsewhere which may cause the radio signal to be blocked and the Service to degrade or become non-operational. Any re-aiming of antennas or reconstruction of tower/mast assemblies will be billed to Customer at our standard hourly rates and may be subject to equipment costs. Wireless Authority is not liable for any damage to property as a result of above occurrences.

Service Outages: Routine maintenance and periodic system repairs, upgrades, and reconfigurations, public emergency or necessity, terrorism, upstream provider problems, restrictions imposed by law, acts of God, force majeure, labor disputes and other situations, including mechanical or electrical breakdowns may result in temporary impairment or interruption of service. Wireless Authority does not guarantee continuous or uninterrupted service and reserves the right to occasionally reduce or suspend service without notice.

Use of Services: Customer acknowledge and agree that certain content may be accessible through the Service which may contain material that is unsuitable for minors (persons under 18 years of age) and that while Wireless Authority does some screening of such content with regard to obscenity, Wireless Authority are not responsible for content delivered by the service with regard to copyright, obscenity, safety, integrity or reliability. Customer agrees to supervise usage of the Service by any minors whom Customer may permit to use the Service. Customer agrees that requests for changes to the sites Wireless Authority block must come from the account owner. Other members of the family or business must make any requests through the account owner. Customer agrees to use this service only for lawful purposes. The transmission or reception of any material in violation of any local, state, federal, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, material protected by trade secret, or material that infringes upon the rights of others. Customer agrees not to use any connectivity or computing resources provided by us to interfere with or disrupt network users, services, or equipment on our network or on any other network reachable via the Internet. Wireless Authority do not promise or guarantee the security of Customer's computer systems. Customer agrees to accept all responsibility for protecting Customer's computer systems from all harmful activity that may occur due to its connection to the Internet. Customer may not resell connection or bandwidth without specific written agreement from us. Customer may not provide connection or bandwidth to any network

device not physically located within the premises. Customer is ultimately responsible for any and all activity that originates from Customer's Internet connection regardless of Customer's knowledge of such activity. This includes, but is not limited to, activity by other household members, friends and guests, employees, contractors, or visitors. This also applies to security breaches of Customer's own system by others who launch attacks from Customer's computers. Should Customer violate any provision of this section, Wireless Authority, at its sole discretion, may immediately suspend services to Customer and/or terminate this agreement. Our liability for termination of this Agreement under this provision shall be solely limited to a refund to Customer of any unearned prepaid service fees, less termination fees specified in the "Account Termination" section. Wireless Authority shall not be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision.

Bandwidth Utilization and Connection Speed: Overall network performance is determined partially by the amount of bandwidth Subscribers use. Wireless Authority can normally balance available bandwidth and Subscriber utilization to provide excellent service to all Subscribers. Subscribers will not be charged for bandwidth consumed and Wireless Authority does not have specific limits or caps on bandwidth other than as defined in Customer's Subscriber Service Agreement. If Customer uses any Wireless Authority service in a manner which consumes excessive bandwidth or affects our core equipment, overall network performance or other Subscribers' services, Wireless Authority may require that Customer cease or alter these activities or pay additional fees for consumption of these resources. The "Connection Speed" specified in the Subscriber Service Agreement is the Maximum Information Rate that the connection will provide. **It is not a guaranteed minimum rate.** Wireless Authority charges for its service continuously regardless of whether or not Customer is using it.

Appropriate Use: Subscribers are prohibited from engaging in certain activities on Wireless Authority network. Wireless Authority maintains a separate policy document, which describes these activities. That document, the Wireless Authority Appropriate Use Policy (AUP), is incorporated herein by reference. The AUP is subject to revision by us from time to time at our sole discretion. Although Wireless Authority will make an effort to notify Customer of any additions to, deletions from or changes in the policies, it is Customer's responsibility to periodically review the AUP. The most current AUP is always available on our website and accessible 24 hours a day at www.tazewellcounty.org/wirelessbroadbandauth/aup.

LIMITATION AND DISCLAIMER OF LIABILITY AND WARRANTIES: WIRELESS AUTHORITY DOES NOT WARRANT THAT ITS SERVICES WILL MEET ANY SPECIFIC SUBSCRIBER REQUIREMENT OR THAT IT WILL BE ERROR-FREE OR UNINTERRUPTED. WIRELESS AUTHORITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST DATA, INFORMATION, OR PROFITS SUSTAINED OR INCURRED IN CONNECTION WITH THE INSTALLATION, USE, OPERATION OR INABILITY TO USE THE SERVICE, WHETHER CAUSED BY THE WIRELESS AUTHORITY'S OWN NEGLIGENCE, OR BY CUSTOMER'S ERRORS OR OMISSIONS, WIRELESS AUTHORITY ASSUMES NO RESPONSIBILITY FOR THE CONTENT CONTAINED ON THE INTERNET OR OTHERWISE AVAILABLE THROUGH THE WIRELESS NETWORK OR FROM ANY SOURCE ACCESSIBLE VIA WIRELESS AUTHORITY SERVICES. WVVA.NET, INC DISCLOSES AND CUSTOMER ACKNOWLEDGE THAT THERE MAY BE CONTENT ON THE INTERNET OR OTHERWISE AVAILABLE THROUGH THE SERVICES PROVIDED BY WIRELESS AUTHORITY WHICH MAY BE OFFENSIVE TO SOME INDIVIDUALS, WHICH MAY NOT BE IN COMPLIANCE WITH LOCAL, STATE OR FEDERAL LAWS, RULES OR OTHERWISE INAPPROPRIATE OR SEXUALLY EXPLICIT OR OFFENSIVE CONTENT. CUSTOMER ACKNOWLEDGES TO WIRELESS AUTHORITY THAT CUSTOMER'S USE OF WIRELESS AUTHORITY THAT CUSTOMER'S USE OF WIRELESS AUTHORITY SERVICES TO ACCESS INFORMATION,

CONTENT OR OTHER SERVICES IS AT CUSTOMER'S OWN RISK. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

Indemnification: Customer shall indemnify and hold harmless Wireless Authority and any of its underlying service providers, information providers, licensors, employees, actions, causes of action, suits, proceedings, losses, damages, costs and expenses, including reasonable attorneys fees, arising from or relating to Customer's use of the Service, or any act, error, or omission by Customer or any user of Customer's account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law. **Limitation of Liability:** In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any remedies under this Agreement fail of their essential purpose, Customer expressly agree that under no circumstances shall our total liability to Customer or any party claiming by, through or under Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by Customer for use of the Service under this Agreement during the twelve-month period preceding the date such claim first arose.

Other Services: Wireless Authority may make certain other resources, such as Web services, email services, and UseNet news services available as features of our Service. If Customer use these resources, Customer shall indemnify and hold harmless Wireless Authority from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses, including reasonable attorneys fees, arising from or relating to Customer's Web pages, email or UseNet news postings or an end user's use hereof, or any act, error, or omission of Customer's in connection therewith, including, but, not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark or other intellectual property; or violation of any applicable law. **Privacy and Law Enforcement:** Wireless Authority will not trade, sell or disclose to any third party any form of Customer's specifically identifiable information without Customer's consent (except as required by subpoena, search warrant or other legal process or in the case where failure to disclose information will lead to imminent harm to Customer or others). This includes information derived from registration, subscription and use of the Service. Wireless Authority may collect and use Customer's specifically identifiable information for billing, provisioning of service, to solve problems associated with service, and to inform Customer of new products or services that will better meet Customer's needs. Wireless Authority will use this information to market products and services to Customer, but will not disclose or make available any specifically identifiable information to any third parties seeking to market products. If Customer choose not to participate in direct marketing of new products and services from us, that information will not be used for the purpose of marketing new products. Wireless Authority will cooperate with law enforcement officials in the pursuit of information or access to data when presented with appropriate authorization from a court having jurisdiction over the subject matter. Customer release and hold Wireless Authority harmless for any disclosure of information, including personally identifiable information, email, confidential information or contact information, to such law enforcement officials. Wireless Authority will cooperate with requests for information accompanying subpoenas or similar court orders for disclosure of information in civil cases. **Governing Law and Venue:** The laws of the Commonwealth of Virginia 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 Tazewell County, Virginia. Customer and Wireless Authority agree that should either part bring action for enforcement, interpretation or otherwise under this Agreement the prevailing party in any such action shall be entitled to its attorney's fees and costs including those included in any appeal. If any provision or provisions hereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. No action, regardless of form, arising out of the Service or this Agreement may be brought by customer or any party claiming by, through or under Customer more than one year after the cause of action has arisen.

Contract Term Renewal: Following the initial contract term, this contract will automatically renew monthly unless cancelled by either party five (5) business days prior to the end of the billing cycle. Wireless Authority reserve the right to change subscription rates at any time and this contract will be subject to the rates in effect at the time of the renewal. Customer will receive notice of the Authority's intent to raise rates. In the event of a rate increase, Customer will have thirty days from the effective date of the rate increase to terminate the service without penalty. Thereafter all provisions with respect to termination by Customer shall apply.

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.

I have read and agree to the terms of this agreement, as of _____,
20_____.

Customer Signature

Wireless Authority