



RESIDENTIAL SERVICE AGREEMENT

ENTIRETY: This **SERVICE AGREEMENT**, along with the **ACCEPTABLE USE POLICY** posted on the Company website, constitutes the entire agreement for the parties (you and **TexaNet Partners LLC**, d/b/a **TexaNet Internet Services**). Any prior oral or written agreement(s) between the parties are null and void and are replaced and superseded by the terms of this Service Agreement.

UNAUTHORIZED USE: If TexaNet Internet Services suspects fraudulent activity, TexaNet Internet Services has the right to suspend service to protect both the customer and TexaNet Partners LLC and TexaNet Internet Services from monetary harm. If the customer works with TexaNet Internet Services to stop, prevent and identify fraudulent activity, the customer will not be held responsible for fraudulent charges billed to the customer's account or liable for any litigation that may be deemed necessary from law enforcement.

NO LIABILITY OF CONTENT: There may be some content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations, and other rules. TexaNet Internet Services assumes no responsibility for the content contained on the Internet or otherwise available through the Service. All content accessed by Customers through the Service is accessed and used by Customer at Customer's own risk, TexaNet Internet Services shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of the otherwise relating to access to such content by Customer. TexaNet Internet Services specifically disclaims any responsibility for the accuracy, quality and confidentiality of information obtained through the Service.

USE AND OPERATION OF EQUIPMENT: Customer accepts full responsibility for the use of and operation of the equipment and all resulting charges, including attorney and/or collection fees. Service, if for your sole use, may not be resold or shared connectivity with others. This Service Agreement and the rights and duties of the parties hereunder shall be governed by the construed, enforced and performed in accordance with the laws of the State of Texas without regard to principles of conflict of law.

ACCESS TO PROPERTY: The customer shall provide TexaNet Internet Services with reasonable access to customer property for purposes of installation, repair or removal of the Internet equipment, as provided by the Service Agreement. The customer consents to TexaNet Internet Services and TexaNet Internet Services entering customer's property for purposes covered under this Service Agreement.

TERM: This agreement becomes effective upon signature and remains in effect thereafter until cancelled or terminated by either party, as allowed under Termination of Service terms of the Agreement.

TERMINATION OF SERVICE: Customer may cancel service with 30-days advance written notice, by email or USPS, for any reason, with charges due and payable for the remaining period of the current month and any period of the 30-day notice period not covered in the current month pro-rata. Upon cancellation or termination of service the wireless equipment must be returned in good working condition. The customer should schedule an appointment with the TexaNet Internet Services office to have the equipment picked up. Failure to return TexaNet Internet Services equipment following termination, for any reason, will result in an additional charge in the amount of \$250 to the customer, for failure to deliver equipment back to TexaNet Internet Services. Any unpaid balance due on account or equipment charges will have a 15-day grace period, after such time-period has elapsed TexaNet Internet Services will have the right to send such charges to collections and/or take legal action. We may discontinue or terminate Service: (1) if you do not honor any provision of this Agreement (including payment obligations to TexaNet Internet Services for services); (2) if you use the Service in a manner that adversely affects service to other customers or harasses our customers or employees; (3) if you or others use the Service to engage in fraud or unlawful conduct, are in violation of the Acceptable Use Policy, or are suspected of doing so; or (4) any regulatory agency, legislative body or court restricts or otherwise prevents TexaNet Internet Services from furnishing Service.

RELOCATING/REMOVING EQUIPMENT: Customer will not remove any TexaNet Internet Services owned equipment to any outlet other than the outlet to which TexaNet Internet Services initially connected the Equipment. TexaNet Internet Services may relocate the Equipment for the Customer within the Premises at the Customer's request for an additional



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service fee/charge. Customer will not connect any other device and/or equipment, other than that specifically authorized by TexaNet Internet Services customer understands that doing so may cause damage to the TexaNet Internet Services and TexaNet Internet Services network and subject Customer to prosecution for damages. TexaNet Internet Services will assess a \$75 relocation fee to move equipment to a new location.

PAYMENT TERMS: Payments are due by the date stated on each monthly invoice. If payment is not made, TexaNet Internet Services reserves the right to disconnect service when invoice is 15 days past due. A \$45 disconnect/reconnect fee will be added to the original balance due. Installation and labor fees are not refundable or prorated. TexaNet Internet Services, may, in its sole discretion, change or modify the rates you are charged for Wireless High-Speed Internet Service at any time.

EQUIPMENT DISCLAIMER: TexaNet Internet Services will provide, at additional cost to the customer, installation of any required additional equipment to the network, such as wireless routers, network cards, etc. This equipment is not warranted by TexaNet Internet Services, but by the manufacturer of the equipment. It is the customer's responsibility to mail or call the manufacturer of the added equipment for any warranty cards or notice of warranty for such equipment. If failure to any equipment is the cause of failure of connectivity of the Internet service or cause for any technician premise visit or teleconference with TexaNet customer support, and the problem is NOT with the connectivity of TexaNet Internet Services Internet service, the customer will be charged a minimum service fee of \$75.

EQUIPMENT AND SECURITY: All equipment provided by us or installed by or on our behalf remains the property of TexaNet Internet Services. You must return all equipment in the same condition as when provided, normal wear and use accepted, upon termination of Service. Failure to do so will result in a charge to be determined with reference to the TexaNet Internet Services then current schedule of equipment charges. You agree to pay such charge whether such equipment is lost (through theft or otherwise) or destroyed. You are responsible for the security of your computer, hardware, software applications, data and files. TexaNet Internet Services shall have no liability for any damage or loss to your computer, hardware, software applications, data and files. We make no representation or warranty that any software or content installed on your computer(s) or downloaded with the Service does not contain a virus or other harmful feature and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its software, files or data as a result of any such virus or other harmful feature. For personal virus protection you may visit www.mcafee.com.

FAIR USE POLICY: TexaNet Internet Services is dedicated to bringing the fastest Internet service at the lowest possible prices. To meet this goal, we need to monitor the usage of our customers to ensure a few individuals are not using an excessive percentage of the bandwidth available. With an increasing number of customers downloading movies and other large files, a small minority of heavy users can negatively affect the experience for all customers. To ensure that all TexaNet Internet Services users have equal access to the Internet, TexaNet Internet Services has implemented a Fair Use Policy under which we may prioritize traffic for certain applications accessed by a user or users, in an effort to maximize the overall user experience for all subscribers.

TECHNICAL SUPPORT: TexaNet Internet Services will provide you with our Tier III QoS package which includes telephone support from 9am to 5pm CST Monday through Friday (holidays not included). Service calls which require on-site service/repair calls will be scheduled within 3-5 business days, or sooner depending on tech availability. These calls are at no charge to the customer if the problem is found to be in TexaNet equipment; if not the standard service fee of \$75.00/hour will be charged.

LIMITATION OF LIABILITY: TexaNet Internet Services will not be liable for interruptions in Services caused by failure of your hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of TexaNet Internet Services including, but not limited to: acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.



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OUR LIABILITY REGARDING YOUR USE OF SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES DURING THE AFFECTED PERIOD. THIS MEANS WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES.

WARRANTIES: TexaNet Internet Services provides actual bandwidth availability as specified on our published price lists; speed provided is "up to" and not guaranteed to be available at all times. This means each user account has the full availability of the identified bandwidth subject to the limitations of the user's equipment or the server you are connecting to and occasional service problems beyond our control.

INDEMNIFICATION OF TEXANET INTERNET SERVICES: You agree that TexaNet Internet Services will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Services or Internet access. Further, you agree to reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees. This provision will continue to apply after the Agreement ends.

NO WAIVER

No waiver of any breach of this Agreement will be deemed a waiver of any future breach.

SEVERABILITY

If any part of the Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

GOVERNING LAW

This agreement will be governed by the laws of the State where the Service is provided, without regard to its choice of law rules.

NO THIRD-PARTY RIGHTS

This agreement shall not provide any third party with a remedy, claim or right of reimbursement.

ASSIGNMENT

We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

OUR RIGHT TO MAKE CHANGES

UNLESS OTHERWISE PROHIBITED BY LAW, WE MAY CHANGE PRICES, TERMS AND CONDITIONS AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, E-MAIL OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THIS WEBSITE, UNLESS THE PRICES, TERMS AND CONDITIONS ARE GUARANTEED BY CONTRACT. YOU ACCEPT THE CHANGES IF YOU USE THE SERVICES AFTER NOTICE IS PROVIDED.